

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

“PROJECT OF HOUSING FOR ALL”

:: BID DOCUMENT ::

**ECONOMICALLY WEAKER SECTIONS (EWS),
LOW INCOME GROUPS (LIG)**

PROVISION – 4A (II)

CHIEF MINISTER’S JAN AWAS YOJNA-2015

PUBLIC PRIVATE PARTNERSHIP

AT VARIOUS LOCATIONS IN J.D.A. REGION

NIB No.: 05/2015-16

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

F ()JDA/E.E(Housing-II)/D-35

Dated: - 16-02-2016

NOTICE INVITING BID

NIB No: JDA/EE (Housing-II)/05/2015-2016

Jaipur Development Authority intends to undertake large scale Low cost Housing projects for EWS & LIG category under the CHIEF MINISTER'S JAN AWAS YOJNA- 2015 (Policy is available at www.udhrajasthan.gov.in). Bids are being invited from experienced and reputed Developers for construction of Multi storied flats for EWS & LIG categories on following JDA lands under provision 4A(ii) of the Policy.

S.No.	PLOT	SCHEME	PLOT AREA (SQM)
1	1	Kheda Jaganathpura Instt. Scheme	14593.75
2	A2 & A6	Surya Nagar	10800.00
3	1 & 2	Abhinav Vihar Ext.	10352.08
4	GH-5 & GH-6	Anand Vihar	12314.24
5	GH-4 & GH-5	Shaurya Nagar	10258.66

The Bid document can be seen on the website www.jaipurjda.org, <http://eproc.rajasthan.gov.in> or sppp.rajasthan.gov.in. Interested Developers are expected to submit separate bids for separate plots.

The cost of each Bid document is Rs 1000.00 and in addition processing fees is Rs 1000.00 each. The Bidders are required to submit cost of each Bid document and processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal at least in two days advance of bid sale date. In the absence of such fees and bid security the bid of respective bidder will be considered as non-responsive and shall be rejected. Bid security for each of the plots would be Rs. 10.00 lacs which can be deposited online or in the form of bank guarantee valid for 6 months.

Out of total land parcel EWS & LIG housing will be constructed on 75% of the land area remaining 25% of land will be allotted to developer, free of cost. The developer is required to quote per Sq. ft rate. The maximum ceiling rate is Rs 1000/- per Sq. ft for construction of EWS/LIG flats including all requisite internal development.

The Part-A of technical Bid should contain bid security, details about the firm (Individual partnership/private Limited/Public Limited Company) which explain about the firm's, available technologies with accreditation certificate for mass housing, financial history along with last 3 year's audited reports, details of project executed, details of technical personnel available construction equipment available as per Performa given in bid document & Part-B for financial Bid. The financial Bid shall be opened only of technically qualified Bidders. The developer quoting lowest rate for construction of EWS/LIG shall be selected as successful bidder.

In case a Developer submits bid for more than one plot than he has to ensure that his net worth is as many times as required under 1A(ii) of chapter 3 of policy, as number of plots he is bidding for, failing which he would be considered not qualified for all bids and his all financial bids will not be opened.

Interested Developers may submit their bids as per following schedule dates:-

1	Uploading of Document	19.02.2016
2	Pre-Bid Meeting	29.02.2016 at 3.30 PM at “Manthan Hall” JDA, Jaipur
3	Clarifications, if any in pre bid meeting	03.03.2016
3	Last date of Submission of Bids	18.03.2016
4	Date of opening of Technical Bid	22.03.2016
5	Declaration of technical qualified Bidders	29.03.2016
6	Opening of financial Bids	31.03.2016

For any clarifications/information please refer Chief Minister's Jan Awas Yojna-2015 Provision 4A (ii) (Policy is available at www.udhrajasthan.gov.in) or contact Sh. Avdesh Mathur Executive Engineer (Housing-II) Mobile no. 09413156890 and Email – ee.pdc2@gmail.com.

**Additional Chief Engineer-III
Jaipur Development Authority
Jaipur**

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SCOPE OF WORK AS REFERRED TO IN THE BID DOCUMENT

- 1.1 Jaipur Development Authority intends to undertake large scale Low Cost Housing project for EWS & LIG category under its policy CHIEF MINISTER'S JAN AWAS YOJNA – 2015 (Policy available at www.udhrajasthan.gov.in/) as and when updated / revised. Bids are being invited from experienced and reputed Builders & Developers for construction of G+3/multistoried format flats UNDER PROVISION 4A(II) for EWS & LIG categories on the various JDA lands. The site plan of plots is enclosed. The super built up area for EWS flats shall be 325 – 350 sqft and for LIG 500-550 sqft.

Provision 4A(II) is for construction of Housing on JDA Land in the ratio of 75:25 in which minimum of 75% area shall be used for EWS/LIG and remaining 25% area of land can be used for other categories of houses/flats/plots. In this provision EWS/LIG houses are to be constructed in multistoried format.

Out of total land parcel EWS & LIG housing will be constructed on 75% of the land area remaining 25% of land will be allotted to developer, free of cost. The developer is required to quote per sqft rate (The maximum ceiling rate is Rs. 1000/- Sqft) for construction of EWS / LIG flats including all requisite internal development. The developer shall also be given other incentives viz maximum permissible FAR (2.25 without betterment levy for 75% part of EWS & LIG and for 25% part as per provision in building byelaws) Waiver of building plan approved fees shall be given for EWS & LIG part. The developer quoting lowest rate of construction shall be selected.

Developers / Builders would be expected to construct EWS & LIG flats using cost effective technology on turnkey basis, including internal development like road, water supply, electricity, sewerage, land scaping, public amenities, water harvesting system etc. However the cost towards the construction of peripheral development i.e. construction of approach road, external electrification, Drains / Nallah, for EWS & LIG 75% part will be borne by JDA and cost of external development on 25% part will be paid by developer.

The **Part – A** of technical Bid should contain details about the firm (individual partnership / private limited / public limited company) which explain about the firm's available technologies with accreditation certificate for mass housing, financial history along with last 3 year's audited reports, details of project executed, details of technical personnel available and construction equipment available as per Performa given in bid document & **Part – B** for financial Bid. The financial bid shall be opened only of technically qualified Bidders.

The Technical Parameters for EWS/LIG component:

1.	Ground Coverage	-	Maximum up to 50%
2.	Side & Rear Setback	-	Indicated in Proposed layout plans of each plot which is enclosed
3.	Height	-	As per Building Byelaws.
4.	Parking	-	1 two wheelers for each unit of EWS and 2 two wheelers for - each unit of LIG.
5.	Approach Road	-	Minimum 9m.
6.	EWS/LIG Unit Area	-	For EWS 325-350 sqft super built up area for LIG 500-550 sqft super built up area.

The Incentive to Developers are

- | | | |
|--|---|---|
| 1. Land Conversion/ land Use change/ charges | - | Not applicable |
| 2. External Development Charges | - | Cost of External Development will be borne by JDA on EWS/LIG component and cost of external development on land other than EWS/LIG segment will be paid by developer. |
| 3. Building Plan Approval Fee | - | As per prevailing rules to be paid by the developer on the land other than EWS/LIG segment. |
| 4. FAR | - | FAR as per indicative layout plan of blocks and number of flats enclosed for each plot , but in any case number of houses shall not be less than 140 per acre. |
| 5. Split location | - | Not applicable |
| 6. Commercial use | - | As per building byelaws proportionate to FAR consumed in different segments. |
| 7. TDR facility | - | Not applicable |

TECHNICAL PARAMETERS FOR DEVELOPER

2. .Technical parameters :

The model approved by the Govt. of Rajasthan for “**CHIEF MINISTER’S JAN AWAS YOJNA – 2015 Provision 4A(ii)**” for EWS & LIG as under is applicable to this project.

a) Out of total land parcel EWS & LIG housing will be constructed on 75% of the land area remaining 25% of land will be allotted to developer, free of cost. The developer is required to quote per sqft rate (The maximum ceiling rate is Rs. 1000/- Sqft) for construction of EWS / LIG flats including all requisite internal development. The developer shall also be given other incentives viz maximum permissible FAR (2.25 without betterment levy for 75% part of EWS & LIG and for 25% part as per provision in building byelaws) Waiver of building plan approved fees shall be given for EWS & LIG part. The developer quoting lowest rate of construction shall be selected.

Developers / Builders would be expected to construct EWS & LIG flats using cost effective technology on turnkey basis, including internal development like road, water supply, electricity, sewerage, land scaping, public amenities, water harvesting system etc. However the cost towards the construction of peripheral development i.e. construction of approach road, external electrification, Drains / Nallah for EWS & LIG 75% part will be borne by Local Authority and cost of external development on 25% part will be paid by developer.

b) The minimum number of flats constructed shall be as per layout plan provided for each plot.

Eligibility Criteria:

The Eligibility Criteria for the bidders shall be as follows: -

- (i) Experience in building construction works for at least three years (2014-15, 2013-14, 2012,13) and should have a good track record of quality construction works.
- (ii) Total net worth (Reserve & Capital) of last three years (of the company or consortium) should be equivalent to at least 10% of the project cost (excluding land cost) i.e. cost of proposed EWS/LIG houses.
- (iii) The developer should have executed minimum 2 acres of residential or other type of development in a single project during last three years (as a developer or builder or as construction agency).
- (iv) Joint ventures by private developers will also be eligible under the Policy.
- (v) In case a Developer submits bid for more than one plot than he has to ensure that his net worth is as many times as required under 1A(ii) of chapter 3 of policy, as number of plots he is bidding for, failing which he would be considered not qualified for all bids and his all financial bids will not be opened.
- (vi) The bid security for each of the plots would be Rs.10.00Lacs each, which can be deposited online or in form of Bank Guarantee valid for Six Months. In case submission of Bid Security is in form of Bank Guarantee BG-No, BG Amount, Name of issuing Bank, Date of Issue, and Validity Date shall be filled in on JDA portal. In absence of such fees the bidder will be considered as non-responsive and shall be rejected. The BG can be submitted in room no CCC –FF 107 on or before 16-03-2016.

**** Note: For the calculating net worth criteria project cost shall be calculated by consuming full FAR i.e. 2.25 on 75% portion of total land @ Rs.1000.00/- Per Sqft. (Excluding Land Cost) or as per the indicative project cost table enclosed.***

Technical Bid: - Part – A of Bid should contain details about the firm (individual partnership / private limited / public limited company) which explain about the firm's available technologies with accreditation certificate for mass housing, financial history along with last 3 year's audited reports, details of project executed, details of technical personnel available and construction equipment available as per Performa given in bid document.

Financial Bid: - Part – B is). The financial bid shall be opened only of technically qualified Bidders.

The bid cost shall be arrived at to include the following:

- i) Cost of all surveys, geotechnical investigations, designs, drawings (layouts and working) construction of flats & community spaces, testing and quality assurance, construction of internal development, Employer's office, security structures etc.+ STP + GSS for power distribution + all internal landscaping as specified/instructed, including price escalation etc.
- ii) All taxes, duties, royalties, fee to other agencies and levies as applicable.
- iii) The developer shall pay to Jaipur Development Authority 1% (one percent) of the approved bid cost as a project management and supervision charges
- iv) Defect liability period of one year at his own cost.
- v) All charges to the service provider agencies for water, power, sewerage, telecom, Environment clearance and others as required.
- vi) The bid shall be firm and fixed without any compensation for price escalation etc
- vii) If the situation arises that two or more bidders quote the same rate than the selection shall be made by lottery system.
- viii) If in future any new tax/cess is announced by government than the bidder has to bear them.
- ix) Price escalation is not applicable as per the CMJAY Policy.

Eligibility Criteria

The following criteria must be strictly fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 6 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	General Requirement	Experience in building construction works for at least three years (2014-15, 2013-14, 2012,13) and should have a good track record of quality construction works. The developer should have executed minimum 2 acres of residential or other type of development in a single project during last three years (as a developer or builder or as construction agency).	Work
2	Bidder Entity	Consortium/Joint Venture is allowed, one of the parties in the consortium/JV partner will be the Prime Bidder/Lead Bidder. Prime Bidder/Lead Bidder shall be treated as "Bidder" Any of the parties of the consortium /JV partner or the Prime Bidder/Lead Bidder may meet the technical criteria. However, the Prime Bidder/Lead Bidder alone should meet the financial criteria.	Copy of the consortium / JV agreement in case of consortium / JV, clearly specifying the role and area of specialization of the individual parties of consortium /JV, duly signed by Consortium / JV parties on Rs. 100 non-judicial stamp paper should be enclosed
3	Legal Entity	Any legal entity duly registered in India is allowed.	a) Certificates of incorporation and/ or b) Registration Certificates
4	Technical Capability	The bidder should have executed minimum 2 acres of residential or other type of development in a single project during last three years.	Copies of work order or contract agreement and the client certificates/Project Sign-off Certificate from, client for satisfactory: completion of project and showing order value and cost
5	Net Worth	Total net worth (Reserve & Capital) of last three years (of the bidder) should be equivalent to at least 10% of the project cost (excluding land cost) i.e. cost of proposed EWS/LIG houses	CA Certificate mentioning net profit should be enclosed.
6	Tax Registration	The Bidder or the Prime Bidder/ Lead Bidder should have a registered number of a. VAT/Sales Tax where his business is located b. Service Tax c. Income Tax PAN	Copies of relevant(s) Certificates of Registration.

:: Miscellaneous ::

1. The developer shall maintain the complete housing complex developed under the provisions of this policy for 1 year after the completion of the project.
2. After completion of the scheme, the developer shall submit to JDA two sets of 'As Built Drawing' of the whole scheme and shall simultaneously make declaration regarding completion of the scheme and inform the JDA about the same. For issue of Completion Certificate of the project no charges shall be levied on EWS/LIG component.
3. The developer shall secure the "Consent to Establish" and "Consent to operate" for Sewerage Treatment plant from RSPCB, Jaipur at his own level and at his own cost if required. JDA shall provide only recommendatory letters for this purpose.
4. Indicative type designs of EWS/LIG flats can be seen in the policy.

Performance Security: - Selected developer shall give a Bank guarantee as performance guarantee at the rate of 1% of the total cost of the project. The Performance Security shall be refunded on satisfactory completion of the defect liability period.

Besides the flats, the internal development shall consist of roads, drains, footpath with 60 mm thick M-20 interlocking blocks, electrification/street lights, GSS, transformer of a designed rating, panel and penal room, GSS /Transformer, feeder / distribution, service lines and housing wiring (copper), earthing, street lighting etc, connectivity to peripheral network Telecom lines, as per approved by local Electricity Department or local electricity authority , Water service reservoir, GWR, tube well, sanitary waste disposal through sewerage connected to the urban sewerage, or alternatively septic tanks of a designed capacity essentially with sewerage treatment plant of a designed capacity as per approved design, waste water recycling through tertiary treatment to make it suitable for reuse for plantation etc., storm water drainage along with waste water treatment and recycling, solid waste management as linked to the urban local waste management systems, Security post, compound wall and gates, landscaping, parks, play grounds, parking spaces, trees, water and power connections, water supply lines for landscaping and plantation, etc. along with rain water harvesting structures, complete in all respects and spaces for livelihood centre.

The developer shall provide the built up community space equivalent to one percent of total super built up area of all flats.

The Developer/ Contractor shall complete a sample flat each of the EWS & LIG category for review and approval by the Jaipur Development Authority. All other flats shall be completed and finished accordingly.

b) FAR as per indicative layout plan of blocks and number of flats enclosed for each plot but in no case number of houses shall be less than 140 per acre.

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

:: ESTIMATED PROJECT COST FOR EACH PLOT ::

:: INDICATIVE FOR CALCULATION OF NET WORTH & PERFORMANCE GUARANTEE ::

S. No.	Name of Plots	Location	Plot Area (Sqm.)	Prop. Nos of Flats		Total Nos of Flats	Super Built-up Area		Total Super Built-up Area (Sqm.)	Total Super Built-up Area (Sqft.)	Rate (Rs. Per Sqft.)	Amount (Rs.)
				EWS	LIG		EWS	LIG				
	1	2	3	4	5	6 = (4+5)	7	8	9 = (4x7) + (5x8)	10 = (9X10.76)	11	12 = (10X11)
1	Plot No-1	Kheda Jagannath Pura	14593.75	288	252	540	39.59	53.77	24951.96	268483.09	1000.00	26,84,83,090.00
2	Plot No-A2 & A6,	Surya Nagar	10800.00	320	160	480	39.59	53.77	21272.00	228886.72	1000.00	22,88,86,720
3	Plot No-1 & 2	Abhinav Vihar Ext.	10352.08	240	160	400	39.59	53.77	18104.80	194807.65	1000.00	19,48,07,650.00
4	Plot No-GH-5 & GH-6	Anand Vihar	12314.24	280	220	500	39.59	53.77	22914.60	246561.10	1000.00	24,65,61,100.00
5	Plot No-GH-4 & GH-5	Shaurya Nagar	10258.66	270	144	414	39.59	53.77	18432.18	198330.26	1000.00	19,83,30,260
	Total											113,70,68,820.00

Specifications for EWS/LIG Flats.

1 Building Work

The Specifications to be adopted for EWS/LIG flats

Anti termite treatment (Pre construction)

Design for one additional storey, seismic resistant

Developer will be fully responsible for design, structural adequacy and detailing

Ceiling height	3000 mm from finished floor
PCC	M-10 1:3:6, min 100mm thick,
RCC Plinth Beam	M-20 or more Grade as per design,
Plinth height	600 mm
Stone masonry	CM 1:6
Brick masonry	CM 1:6
Plastering	20mm on stone masonry 20mm /12mm on brick masonry
	External plaster should be with water proofing compound @ 1kg/50kg cement.
Steel	Conforming to relevant IS Code or approved by JDA
RCC	Minimum M-20 design mix, or as per approved design
Shuttering	Steel plates and interlocking steel props
Flooring	Stone Kharanja 200 mm Marble Crazy Flooring/ Marble Flooring (Rajnagar 1st Quality)/Ageria with light spots of size less than 900 Sqcm./ Vitrified Tile (ISI)/Ceramic Tile (ISI) Flooring 300 x 300 / 450 x 450 antiskid ceramic tiles for toilets and kitchens
Door frame	T- iron frame/EZ section
Door opening	min 900 mm, height 2100 mm,
Solid core flush doors	30mm thick, BWP grade ISI, joinery hardware as per PWD specifications &PVC doors for toilet doors as approved by JDA
Window	Sill height 900mm from floor, Size of window 1000 x 1200 min, at least one in each room, ventilators min size 600 x 600. Steel Window Openable, As per IS 1038, min area of 1.2 sqm in one room with wire gauge and guard bars and sunshades.

Steps	Kota Stone Flooring with Riser max 150 mm, tread min 250mm, MS railing
Kitchen	Green/Black Marble top and one stainless steel sink 450 x 600 x 200
Painting	Distemper inside and approved external maintenance free acrylic wall paint outside. First quality primer approved by JDA. 3 coats of first quality enamel paint on window and flush doors.
Terracing	Brickbat coba in CM-15 with water proofing compound @ 1kg / 50 kg cement with drainage slopes 1 : 60 min, one 100 dia RWP per 35 Sqm of terrace area.
Water Supply	Suitable arrangement & design for water supply. GI- UPVC / CPVC – ISI marked or better as approved by EIC Fittings – ISI marked or better RCC Overhead Tank (Capacity to be calculated with 675 lit / family) RCC GWR as per standards requirement with pumping pipe. HD UPVC for appropriate pressure min 10 kg / sq mm, flat connections, PVC ISI Marked local tanks, RWH, waste water recycling GWR for days requirement as per standards and requirement
Sanitary Services	All pipes HD, UPVC for 110 mm dia min. UPVC pipes – ISI marked WC – Hindustan, Cera, Parryware, Hindware or approved by JDA Fixture – ISI marked MH- Precast RCC, Ferro Cement Concrete STP – 540 lt/ flat / day- connecting the effluent to the urban sewerage. Tree Plantation, Landscaping Rain water harvesting and waste water recycling Sanitary layout plans and materials to be approved by JDA.
Electrical	Transformer, feeder / distribution, service lines and housing wiring (copper) meter, earthing, street lighting etc, connectivity to peripheral network Telecom lines, CFL fittings and Fixtures, min 2 light points, 1 fan point, 2 plug points, one TV point in each room, one power point for geyser in toilet, exhaust fans in kitchen and toilets, Call bells, street light at 30 m c/c on PCC Poles 9 m high. Conduit – PVC – ISI Copper wires – cable – ISI Switches – ISI MCB/MCCB- Havels/ or as approved by JDA Electrical Bell – approved Light fixtures – ISI MX Boxes 18 G – as per design The developer shall evaluate the electrical load and construct a suitable power GSS as per approved design to cater to the projected power load. Power supply distribution plans and layouts to be approved. By JDA

Fire Fighting	Fire fighting arrangement to be provided as per bye laws.
Elevator	Elevator of required capacity and approved brand
Campus Road –	3.75 Mtr. M-30 grade with 1.5 m hard shoulder Road ROW 7.5 m/ 9.0m) minimum 6.0m
	B.T. Road
	GSB -150 mm Gr II
	WMM- 150 mm
	PMC - 20 mm thick
	Seal Coat – Liquid 09mm thick
	Side Drains – CC M-20
	Kerbs / Footpaths with interlocking blocks 60mm thick (M-20)
Facilities	One fully equipment and connected site office 1000 sqft plinth area for JDA. compound wall, gates and security structure. Pre-engineered / Pre cast RCC will be preferred. Drain (Road side and Campus)- Precast RCC (M-20) with RCC Cover Due provision for handicapped person's Ramp.

Quality Control: -

It shall be compulsory for the private developer to establish quality control laboratory at the site of each project. The details of equipments required can be referred from Bid Data Sheet. Third party inspection shall be carried out at the laboratory accredited by NABL so that the quality of the work may be maintained. The general specification and amenities to be provided by the developer shall be as prescribed. Third party Quality inspection shall be done jointly by Jaipur Development Authority & MNIT.

Timeline for Completion of the project

(A) For EWS/LIG Component of all the provisions shall be as below: -

- (i) up to 200 EWS/LIG units - 30 months
- (ii) above 200 upto 400 EWS/LIG units - 36 months
- (iii) above 400 upto 600 EWS/LIG units – 42 months
- (iv) above 600 EWS/LIG units - 48 months

(B) Completion certificate of the main project or developers own project shall be issued in proportion to the completion of EWS/LIG houses.

(C) The period of completion shall be counted from the date of final release of approved Building Plans by the Jaipur Development Authority.

(D) In case the developer fails to construct EWS/LIG housing units within the stipulated time, penalty shall be imposed as follows: -

- (i) For first three months Rs.50/- per sqft.
- (ii) For next three months Rs.100/- per sqft.
- (iii) For next six months Rs.200/- per sqft.

In case the construction is not completed even after six months after the stipulated time, the Jaipur Development Authority may extend the period by another six months with charging penalty @ Rs. 200/- per sqft. After the expiry of extended time in case developer fails to complete the project, the department shall take over the project and get the remaining work completed and the incentives of TDR etc. shall be withdrawn. In case EWS/LIG components are not completed within the extended time period by private developers, sanction of the building plans of the complete project including the main project in case of split location, shall stand cancelled.

Defect Liability Period: - The Defect Liability Period shall be 12 Months from the date of issue of completion certificate.

The Defect Liability Period (DLP) for all building works including sanitary, electric, plumbing, sewer & all related works shall be for a period of one year.

The Defect Liability Period (DLP) for all Road works shall be one year. Road works executed by the Contracting agency shall be maintained by them at their own cost for one year (DLP) from the actual date of completion of work.

No extra payment shall be made to the contracting agency on account of maintenance of Building works, Road works and removal of defect during Defect Liability Period.

The word “Maintenance of Building Works & Road Works during Defect Liability Period” means

- (i) Routine maintenance of Building works & Road Works,
- (ii) To remove the defect as & when appears in part and entire structure of Building works & Road Works, in specified time and keeping the Buildings & Road Surface with good quality.
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

The contracting agency shall do the routine maintenance of Building & Road works, including civil works, electrical works, plumbing works, sewer, water pipelines etc. pavement, road side, cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after one year.

The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of buildings & Roads of MoRTH and shall be carried out accordingly.

The routine maintenance activities and their periodicity:

S.No.	Name of Item/Activity	Frequency of operations in one year
1.	All building works including sanitary, electric, plumbing, sewer & all related works	Once in a month
2.	Restoration of rain cuts and dressing of berms.	Once in a Three Months, generally after rains.
3.	Making up of shoulders.	As and when required.
4.	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
5.	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.
6.	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every three months.</u>
7.	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every six months.</u> Ordinary Paint Maintenance as and when required. Repainting <u>once in six months.</u>
8.	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

- 2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Building & Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particular attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by EIC, for recording the inspection details of works in his jurisdiction under defect liability period.

2.2.2 Refund of SD –

The Security Deposit will be released after successful completion of defect liability period of one year from date of completion of project.

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract agreement, the Engineer-in-charge shall serve a final notice for 5 days time reckoned from the date of issue of notice to rectify the defects. In case the contracting agency not responding to the notice and fails in rectification of defects the Engineer-in-charge will get the defect removed at the risk and cost of the contracting agency. Action such as encashment of Bank Guarantee and action under agreement shall also be taken against the contracting agency by the competent authority.

2.2.4 Force Majeure

The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibility of contracting agency.

Signature of Contractor
With full Address

Developer will get:

Max Rs.1000. 00 P.Sqft. or rate quoted (The super built up area for EWS flats shall be 325 – 350 sqft and for LIG 500-550 sqft.

25% land utilization shall be as per prevailing building / Town ship bye laws 2.25 FAR without betterment levy.

Developer have to pay 1% of project cost to Jaipur Development Authority for project supervision and management. No price escalation will be allow.

Check List to filled by the developer

S.No.	Description	To be filled by the Bidder	Bidder Attachments with Page No.
1.	Minimum Net worth of the Company – Rs.		
2.	Minimum Turn over (Combined in last 3 or less years in housing including infrastructure) – Rs.		
3.	Experience of housing/land development/infrastructure projects –years		
4.	<p>i) Joint venture of up to 3 parties / / Consortium of up to 3 companies can also be considered for eligibility.</p> <p>ii) The Net Worth and turnover of any joint venture company having experience in the infrastructure field other than real estate sector shall also be considered for the eligibility criteria.</p> <p>iii) The Government on the basis of any justified delay not attributable to the Developer/Contractor may extend the completion period by a maximum of two years.</p> <p>iv) The area in column 1 is the area (75% of the total area of the project site) on which the flats and development for the project shall be constructed.</p>		

- Note:
- i) Net Worth means paid up capital+ reserves-losses if any.
 - ii) The requirement shall be calculated on the basis of the experience of the applicant company along with the present /previous experience of the parent working in real estate sector subject to the condition that one of the directors of the applicant company shall have majority of shareholding in them.

1.6 Eligibility of Bidder: -

S.No	Description	To be filled by the Bidder	Bidder Attachments with
1.	Fulfill the requirements of the Technical parameters on a) minimum net worth, b) minimum turnover and c) experience.		
2.	Shall provide a team of a) technical personnel, b) construction equipment owned or on confirmed lease, c) be prepared to establish a field laboratory equipped with consumables and experienced testing personnel.		

BID DOCUMENT FOR EWS & LIG UNDER CMJAY - 2015 IN RAJASTHAN

3.	<p>Bidder Shall satisfy the requirement of assessed available bid capacity = (AxNx3.0-B), where: A=maximum value of civil engineering works executed in any one year during the last 3 years from 2011 to 2015 (Up dated to 2015-16 price level) taking in to account the completed as well as the works in progress. N= Number of years prescribed for completion of the proposed Contract work. B= Value, (up dated at the current price level) of existing commitments and on-going works to be completed in the next ‘N’ years. Note:-</p> <p>a) The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in- charge not below be the rank of an Executive Engineer or equivalent and certified by the authorized signatory of the bidder.</p> <p>b) For joint ventures, the available bid capacity will be applied for each partner to the extent of his proposed participation and combined SPV.</p> <p>c) Escalation factor (for the cost of completed work during the last 3 years) may be taken as follows:</p> <table><tr><td>One Year before: 2014-15</td><td>1.1</td></tr><tr><td>Two Year before:2013-14</td><td>1.21</td></tr><tr><td>Three Year before:2012-13</td><td>1.33</td></tr></table>	One Year before: 2014-15	1.1	Two Year before:2013-14	1.21	Three Year before:2012-13	1.33		
One Year before: 2014-15	1.1								
Two Year before:2013-14	1.21								
Three Year before:2012-13	1.33								
4.	Bidder should be an identified individual, or Should be a registered firm or company, or a legally constituted joint venture having formed / signed a joint venture agreement, Rajasthan Labour department, Central excise department for service tax and others as required, and								
5.	If the bid is made by an individual it shall be signed by the individual above his type written name and current address,								
6.	If the bid is made by a proprietary firm it shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.								
7.	If the bid is made by a firm in partnership, it shall be signed by all partners of the firm above their type written names and current address, or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current addresses / contacts of all the partners of the firm shall also accompany the application.								

	it shall be signed by a duly authorised person holding the power of attorney for signing the bid in which case a certified copy of the power of attorney shall accompany the bid,		
8.	<p>If the bid is made by a joint venture Consortia of two or more firms as partners:</p> <p>a) The bid shall be signed so as to be binding on all the partners,</p> <p>b) One of the partners shall be nominated as being the lead partner or in-charge, and this authorization shall be evidenced by submitting a power of attorney by legally authorised signatories of all the partners.</p> <p>c) The partner in-charge (lead partner) shall be authorised to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment (in the name of the SPV) shall be received by the partner in-charge.</p> <p>d) All partners of the SPV shall be liable jointly and severally for execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above.</p> <p>e) A copy of the SPV agreement entered in to by the Joint Venture partners shall be submitted with the bid, and</p> <p>f) Complete information pertaining to each partner in the respective forms duly signed by each partner shall be submitted.</p>		
9.	The bidder shall submit the Income Tax Clearance Certificate, Sales Tax, Service Tax clearance certificate for the years of experience quoted by him.		
10.	Shall submit the bidder's declaration as required on the document.		
11.	All bidders shall provide in the appropriate section, a statement that the bidder has not associated directly or indirectly with the Consultant that has prepared the design, specification and other documents for the project or being proposed as an Independent Engineer for the Contract. A firm that has been engaged by the Jaipur Development Authority to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.		
12.	Shall comply to all other requirements under the section on qualifications and Eligibility.		
13.	Shall not have been debarred or black listed by the Govt. of Rajasthan/UDH/JDA , or any Govt. Dep't boards and companies for any contractual misconduct.		
14.	Shall comply to the labour laws.		
15.	Shall deploy the Engineers and other personnel, machinery and equipment and a field laboratory as per the bid document.		
16.	Shall ensure execution of all works of the specified best quality as per international standards and best industry practices. He shall follow the quality assurance regime outlined in the bid document.		

This invitation to bid is open to all bidders who are eligible to bid and award of works, i.e.: to be eligible he shall:

DISCLAIMER

1.0 The bidder acknowledges that prior to the submission of this bid/execution of this Agreement, the bidder/Developer has, after a complete and careful examination , made an independent evaluation of the Tender Notice, Scope of project, Specifications and standards, , Site, Local conditions, physical qualities / conditions of ground subsoil and Geology, Quality Assurance/third party quality inspection obligations and all information provided by the JAIPUR DEVELOPMENT AUTHORITY or obtained, procured or gathered otherwise , and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties , risks and hazards, as are likely to arise or may be faced by it in the course of performance of its obligations here under, save as provided in Clause 3, the JAIPUR DEVELOPMENT AUTHORITY makes no representation whatsoever, express, Implicit or otherwise, regarding the accuracy and or completeness of the information provided by it and the bidder confirms that it shall have no claim whatsoever against the JAIPUR DEVELOPMENT AUTHORITY in this regard.

1.0 The bidder acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 1 above and hereby acknowledges and agrees that the JAIPUR DEVELOPMENT AUTHORITY shall not be liable for the same in any manner whatsoever to the bidder/Developer (the Consortium Members and their Associates) or any person claiming through or under any of them.

2.0 Representations and warranties of the JAIPUR DEVELOPMENT AUTHORITY

The JAIPUR DEVELOPMENT AUTHORITY represents and warrants to the Developer that:

- a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this agreement.
- b) It has taken all necessary actions under the Applicable law to authorize the execution, delivery and performance of this Agreement.
- c) It has the financial standing and capacity to perform its obligations under the Agreement;
- d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) There are no actions, suits or proceeding pending or, to its knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this agreement;
- f) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Government's ability to perform its obligations under this agreement;
- g) It has complied with Applicable Laws in all material aspects;

- h) All information provided by it in the Bid Notice / NIT and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;
- i) It has good and valid right to the Site, and has power and authority to grant a license in respect thereto to the Developer;

3.0 Representations and warranties of the Developer:

The Developer represents and warrants to the JAIPUR DEVELOPMENT AUTHORITY that:

- a) It is duly organized and validly existing under the laws of India , and has full power and authority to execute and perform its obligations under this Agreement and to carry out transactions contemplated hereby;
- b) It has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- c) It has the financial standing, resources, machinery and equipment, Engineering man power and capacity to undertake the project in accordance with the terms of this Agreement;
- d) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof;
- e) It is subject to the laws of India and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- f) The information furnished in the bid and as updated on or before the date of this agreement is true and accurate in all respects as on the date of this Agreement;
- g) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association (or those of any member of the Consortium) or any applicable Laws or any covenant , contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial. quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact of circumstances exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- k) It shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.0 (hereunder) and that the (existing promoters/Consortium Members) together with their Associates hold not less than 51% (fifty one percent) of its issued and paid up Equity as on the date of this Agreement;{ that the respective holding of each Consortium Member conforms to the representations made by the Consortium and accepted by the Government as part of the bid ; and that no member of the Consortium shall hold less than 10% (ten percent) of such Equity during the Construction Period};
- l) [the Consortium Members and their] Associates have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;
- m) [each Consortium Member] is duly organized and validly existing under the laws of the jurisdiction of its incorporation, and has requested the Government to enter in to this Agreement with the Developer pursuant to the Letter of Acceptance , and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;
- n) All its rights and interests in the Project as per agreement, shall pass to and vest in the JAIPUR DEVELOPMENT AUTHORITY on the Transfer Date free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the JAIPUR DEVELOPMENT AUTHORITY, and that none of the project assets shall be acquired by it, subject to any agreement under which a security interest of other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- o) No representation or warrantee by it contained herein or in any other document furnished by it to the JAIPUR DEVELOPMENT AUTHORITY or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warrantee not misleading; and
- p) No sums, in cash or in kind, have been paid or will be paid , by it or on its behalf, to any person by way of fees, commission, or otherwise for securing the contract or entering in to this Agreement or for influencing or attempting to influence any officer or employee of the Government in connection therewith.

4.0 Obligations relating to change in ownership by the Developer:

- 4.1 The Developer shall not undertake or permit any Change in Ownership, except with the prior written approval of the JAIPUR DEVELOPMENT AUTHORITY.
- 4.2 Notwithstanding anything to the contrary contained in this Agreement, the Developer agrees and acknowledges that:-
 - i) All acquisitions of Equity by an acquirer, either by himself or with any person acting in this concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate of not less than 15% (fifteen percent) of the total Equity of the Developer; or

- ii) Acquisition of any control directly or indirectly of the Board of Directors of the Developer / SPV by any person either by himself or together with any person or persons acting in concert with him, shall be subject to prior approval of the JAIPUR DEVELOPMENT AUTHORITY from national security and public interest perspective, the decision of the JAIPUR DEVELOPMENT AUTHORITY in this behalf being final , conclusive and binding on the Developer , and undertakes that it shall not give effect to any such acquisition of Equity or Control of the Board of Directors of the developer / SPV without such prior approval of the JAIPUR DEVELOPMENT AUTHORITY . For avoidance of doubt, it is expressly agreed that the approval of the JAIPUR DEVELOPMENT AUTHORITY hereunder shall be limited to national security and public interest perspective, and the JAIPUR DEVELOPMENT AUTHORITY shall endeavor to convey its decision thereon expeditiously. It is also agreed that the JAIPUR DEVELOPMENT AUTHORITY shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Developer / SPV any liability or obligation under this agreement.

For the purpose of this clause 5.0:

- (a) The expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribed thereto in Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) regulations, 1997 or any statutory re-enactment thereof as in force on the date of acquisition of Equity , or the control of the Board of Directors, as the case may be, of the Developer / SPV;
- (b) The indirect transfer of control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Developer / SPV ; and
- (c) Power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the Equity of the developer, not less than half of the directors on the Board of Directors of the Developer or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 15% (fifteen percent) of the Equity of the Developer / SPV shall constitute acquisition of control , directly or indirectly , of the Board of Directors of the Developer / SPV:

5.0 Disclosure:-

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other party of the same. Such notification shall not have the effect of remedying any breach of the representation nor warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this agreement.

Appendix A:

Grievance Handling Mechanism during Procurement Process before award of Contract.

Designation and Address of the First Appellate Authority:
Executive committee, Jaipur Development Authority,
Jaipur

Designation and Address of the Second Appellate Authority:
Additional Chief Secretary, UDH, Govt. of Rajasthan

- (1) If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved. This appeal could be filed by bidder himself not necessarily accompanied by an advocate.

Provided that after the declaration of a bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a bidder who has participated in procurement proceedings:

Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

(2) **Appeal not to lie in certain cases:** -No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of bidders in the bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(3) Form of Appeal:

(14) An appeal under sub-section (1) or (4) of section 38 shall be in the annexed Form along with as many copies as there are respondents in the appeal.

(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every Appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or through authorized representative.

(4) Fee for filing appeal: -

(14) Fee for first appeal shall be Rupees two thousand five hundred and for second appeal shall be Rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled/ Nationalised Bank payable in the name of Appellate Authority concerned.

(5) Procedure for disposal of appeal: -

- a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix a date of hearing.
- b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall: -
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost. Such an order shall be binding on JDA and the Bidder.
- (h) The order passed under sub-rule (3) shall be placed on the State Public Procurement Portal.

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof, with reference to bid Number..... date

Name and Address of the Procuring Entity:

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

1.

2.

3.

4. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

5. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:

6. Number of affidavits and documents enclosed with the appeal:

7. Grounds of appeal:

.....
.....
.....(Supported by an affidavit)

8. Prayer:

.....
.....

Place

Date

Appellant's Signature

DISPUTE RESOLUTION BOARD AND ARBITRATION

Appendix: B: Dispute resolution During the execution of the Contract.

DISPUTE RESOLUTION

1.0

Dispute

Disputes are germane to any contract. A 'dispute' implies an assertion of a right or a claim by one party and repudiation thereof by the other party, either expressed or implied, and may be by words or by conduct. A mere 'difference' is not necessarily a dispute; when the parties fail to resolve it, the difference culminates in dispute.

1.1 Dispute Resolution in a Construction Contract

Since arbitrations are fairly time consuming, it is always advisable to sort out the disputes mutually through the mechanism of adjudication (Dispute Review Expert/ Board), which is a sort of voluntary arbitration. Arbitration can be resorted to if the adjudication decision is not forthcoming or is not acceptable to any party. For dispute resolution following procedure will be followed:

2.0 Dispute Resolution Expert/ Board (DRE/DRB):

(a) A formal clause of obtaining dispute resolution through DRE/DRB will be inserted in the conditions of the contract. A separate Dispute Resolution Agreement will also be drawn up, detailing therein provisions like:

(b) Eligibility of Members, date of commencement, manner of entry on the reference by the Members and their resignation; obligation of the Members, the Procuring Entity and the Contractor; terms of payment (monthly retainer ship fee, daily fee for travel & site visits, out-of- pocket expenses); manner of sharing the fees and expenses and of making payments; arrangements of site visits and their frequency; conduct of hearings; terminationn/ phasing out the activities of DRE/ DRB; default of the Member, and action to be taken in case of ddispute in relation to DRB Agreement, etc.

(c) DRE/ DRB should be put in place within one month of Letter of Acceptance.

(d) DRB for resolution of disputes during execution of works will be formed. The DRE shall be a specialist retired Engineer (of a rank of SE and above) of the Contract project.

(e) Sole DRE will be appointed by mutual agreement between the parties. Each party shall submit three names and the other party shall consent to one of the three names. Failing an agreement, appointment will be made by Procuring Entity:

(f) The D.R Board will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor and approved by the other. The third Member, who will also act as the presiding Member, will be selected by the first two Members and approved by the parties. If either of the first two Members is not so selected and approved, or the parties fail to reach an agreement on the third

Member then on request of either or both parties, appointment will be made by the President IRC, New Delhi.

(g) The Expert/Members to be appointed should be experienced with the type of construction actually involved and the interpretation of contractual documents, and be persons of repute and integrity.

(h) If any dispute arises at any stage between the Procuring Entity and the Contractor in connection with, or arising out of the Contract or the execution of the Works, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred to Dispute Review Expert/Dispute Review Board, as the case may be.

(i) Both parties shall promptly make available all information, access to the site, and appropriate facilities, as the DRE/DRB may require for the purposes of making a recommendation on such dispute.

(j) Within 56 days after receiving such reference, or within such other period as may be proposed by the DRE/DRB and approved by both parties, the DRE/DRB shall give its recommendation with reasons. The recommendation shall be binding on both parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the works in accordance with the Contract.

(k) If either party is dissatisfied with the recommendation, then either party may, within 28 days after receiving the recommendation, or if the DRE/DRB fails to give its recommendation within 56 days (or as otherwise approved), within 28 days after the said period of 56 days has expired, give notice to the other party, with a copy to the Engineer, of its intention to commence arbitration proceedings.

(l) If the DRE/DRB has given its decision within the stipulated period, and no notice of intention to commence arbitration as to such dispute has been given by either party within 28 days of the said decision, then the decision of DRE/DRB shall become final and binding.

(m) Appointment of Sole DRE or Member of DRB will be made by the Procuring Entity.

3.0 Arbitration

(a) Any dispute in respect of which the recommendations (if any) of DRE/ DRB has not become final and binding, shall be finally settled by arbitration in accordance with the Indian' Arbitration and Conciliation Act, 1996', or any statutory amendment thereof.

(b) The arbitral tribunal will comprise three Members, one each to be appointed by the Procuring Entity and the Contractor. The third Member, who will also act as the presiding Member, will be appointed by mutual consent of the first two Members. If these two Members fail to reach an agreement on the third Member then, on request by either or both parties, appointment will be made by the President Indian Roads Congress, New Delhi.

(c) The tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DRE/DRB, relevant to the dispute.

(d) Neither party shall be limited in the proceedings before the tribunal to the evidence or arguments previously put before the DRE/DRB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction,

(e) Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties, the Engineer and the DRE/DRB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

3.1 Procedure for Preparation of Reply/Defense

(a) Immediately after receipt of notice of dispute, the EIC JDA will send a copy of notice to the JDC, JDA.

(b) The EIC JDA who will be the Presenting Officer, should carefully go through the claims, and prepare a suitable draft reply in consultation with the JDC, JDA, as per terms and conditions of the contract and facts of the case. The draft reply along with supporting documents should be sent to the JDC for vetting.

(c) The JDC, JDA should, within 15 days, send back the reply, duly vetted, to EIC JDA for submission before DRE/DRB/Arbitrator. He will attend all the hearings.

(d) Copy of any specific order by DRE/DRB/Arbitrators should be sent by EIC JDA to the JDC, JDA.

(e) DRE/DRB would be making site visits periodically. Observations, if any, made by them during these site visits, should be promptly brought by the EIC JDA to notice of the JDC, JDA, along with report of any action taken or decision needed.

(f) Settlement of disputes will be constantly monitored by JDC, JDA.

(g) In arbitration cases involving complex legal issues, or where stakes are considered to be high (such as claims of the order of Rupees 5 crore or more), the JDC, JDA may, with the approval of the Procuring Entity/Executive Committee JDA, engage "the services of a counselor from amongst the best in the practicing counselors and a techno-legal expert. The EIC JDA should get into touch with the counsel so appointed, and furnish to him all the documents along with a written note and draft reply/counterclaims. Final reply/counterclaims will be prepared with the help of the counsel.

4.0 Language

All proceedings before DRE/DRB/arbitral tribunal shall be in English.

5.0 Procedure for referring the decisions of DRE/DRB to Arbitration, Acceptance of DRE/DRB Recommendations and Arbitration Award

5.1 EIC JDA in disputes of design consultancy) presenting the case before" DRE/DRB/arbitral tribunal should give his comments on factual findings of the award by reference to various documents, and arguments advanced in the course of the hearings and send his recommendations to the Procuring Entity / Executive Committee JDA. In an arbitration case, the counsel, if engaged, should examine the record of proceedings for evidence of record claim-wise, the comments of EIC JDA, and various other techno-legal aspects on which the award can be challenged.

5.2 The matter regarding referring the decisions of Dispute Review Expert (DRE)/ Dispute Review Board (DRB) to Arbitration/ acceptance of DRE/ DRB Recommendations and acceptance/ Challenging of Arbitration Awards shall be considered by Executive committee JDA.

The Committee will examine the matter and recommend whether the decision of DRE/DRB is acceptable on merits. On the basis of the recommendation of the Committee it will be decided whether matter needs to be referred further to Arbitration or not.

5.3 In case the matter has been referred to the arbitration, the award of the Arbitration Tribunal shall also be referred to the Committee for the view before challenging the award in a court of law. In case, the Committee feels that the Arbitral Award is acceptable based on its merits, the same will be agreed by the Procuring Entity without challenging in the court.

5.4 It will be the responsibility of the EIC JDA to submit the matter to the above committee within the period of limitation so that the cases are not barred for approaching the court

5.5 Recourse to court against an arbitral award can be made only for reasons defined in Section 35 of the Act, within three months from the date of receipt of award (or disposal of application for correction or interpretation of award or supplementary award on any claims presented in the proceedings but left out in the award). If the award suffers from any infirmity or sufficient grounds exist for challenging it, EIC JDA should, on receiving directions to this effect from EIC JDA , take the requisite action, well before the limitation expires.

5.6 If the award is contested by Procuring Entity in the court, EIC JDA should keep a close liaison with the counsel, keep track of the case, and ensure that the case is not lost by default.

5.7 In complex cases, opinion of Senior practicing Engineers (of concerned specialty) or a techno-legal expert may be obtained.

5.8 Principal Secretary / ACS U.D.H. Govt. of Rajasthan has got full powers to accept an award.

Guidelines for Handling Disputes Following guidelines shall be followed to avoid/minimise the incidence of disputes and their adverse consequences:

(a) It is necessary to carry out proper pre-planning investigations and detailing to obtain sound design and realistic specification and drawings, including land acquisition. Inconsistencies/contradictions between various documents should be avoided.

(b) Access to land should be provided as per schedule given in the Contract.

(c) In the case of consultancy assignments, the TOR and output expected should be clearly specified.

(d) Decision making should be quick. Objectives of the project, considering quality, time and cost should be the guiding criteria.

(e) Correspondence with the Contractor should be carefully handled.

(f) Daily reports of resources (men, materials, and machinery in working order) deployed by the Contractor, his handicaps and reason thereof should be documented to present procuring Entity's case on basis of facts.

(g) Steering Committee should be constituted to take important decisions on behalf of the Procuring Entity, to avoid complications arising out of a single individual (acting as the Procuring Entity) feeling hesitant or handicapped to take decisions.

(h) In case of construction disputes, EIC JDA should keep a separate file regarding the disputes that crop up during the progress of the work. In case of his transfer or relinquishment of charge due to any reason, he should hand over to his successor a self-contained note on the file, giving full background of all the disputes, various developments thereon, and decisions taken with reference to the connected files. Suitable method and procedure should be devised in the office of EIC JDA so that all files, records, reports, registers, drawings, contract agreements etc. are carefully preserved and become available at a later stage to the successor who is required to defend the case.

(i) The arbitration cases should not be regarded as a thankless task or bad legacy of defunct decisions, but instead should be given due importance, and dealt at all levels with high priority, till they are finally disposed of

(j) Jaipur Development Commissioner should exercise a quarterly review of all disputes, whether relating to construction works or consultancy services, and ask for requisite steps for their expeditious disposal.

(k) It should be the responsibility of the supervision n consultant to:

(i) assist the Procuring Entity in DRE/DRB/arbitration cases w which may arise up to the defect liability period; (ii) give, on expiry of defects liability period, complete handing over notes regarding any disputes, differences, claims; (iii) to appear, on payment of expenses, as witness if and when summoned; and (iv) provide on mutually agreed terms, additional services if required.

6.0 Fee of Arbitrators

The fee of Arbitrators in case of civil engineering construction contracts/consultancies shall be as notified by the JDA from time to time. Since the fee structure has to be agreed by both the parties i.e. JDA and Contractor/Consultant, the fee structure may also be got accepted by the respective Contractor/Consultants. In the contracts the fee structure may be included as part of the bidding documents/contract documents and the acceptance of the fee structure by the Contractors/Consultants may be kept as a pre-condition for signing the contract.

Section I: Instructions to Bidders

Contents

1. General
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3. Submission and Opening of Bids
4. Evaluation and Comparison of Bids
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8. Annexure B: Dispute Resolution

Important Instruction: -

The Laws relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” and the “Rajasthan Public Procurement Rules, 2012” under the said Act have come into force which are available on the website of Rajasthan State Public Procurement Portal. Therefore the bidders are advised to acquaint themselves with the provisions of these procurement related Laws before participating in the bidding process. If there is any discrepancy between these Laws and this Bidding Document, the provisions of the Laws shall prevail.

Instructions to Bidders:

1. General			Provisions
1.1	Scope of Bid	1.1.	In support of the Invitation to Bid (No.5JDA/EE Housing-II/ /2015-16 Date .16-02-16.. indicated in the Bid Data Sheet (BDS), the office of Additional Chief Engineer-III, JDA, Jaipur, as indicated in the BDS, issues this Bidding Document for the Scope of works (Construction of EWS & LIG flats on the Multistoried format on Scheme lands of JDA as included in the Bid. which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the JDA and the Service provider, and expected results.
		1.2	Throughout this Bidding Document: CMJAY means : Chief Minister’s Jan Awas Yojna-2015 i) The term “in writing” means communicated in written form; through letter, fax, e-mail etc. (fax and e-mail to be confirmed in writing). Duly acknowledged. ii) If the context so requires, singular means plural and vice versa; and iii) “Day” means calendar day. iv) “JDA” or “Employer” means the Jaipur Development Authority, with which the selected Developer signs the Contract for the works. JDA for this contract / project is also defined as the “Procuring Entity”. v) “Developer” or Contractor means any entity that constructs the buildings, and other works as per scope for the JDA under the Contract. vi) “Contract” means the Contract signed by the Parties. x) “Bid Data Sheet” means such part of the Instructions to Service Provider used to reflect specific terms and assignment conditions. xi) “Government” means the Government of Rajasthan. ix) “Instructions to Developer” means the document which provides short listed Developer with all

			<p>information needed to prepare their Proposals.</p> <p>x) “Personnel” means professionals and support staff provided by the Developer or by any Sub-developer and assigned to perform the Services or any part thereof.</p> <p>xi) “Proposal” means the Technical Proposal and the Financial Proposal.</p> <p>xii) “Sub-Developer” means any person or entity with whom the Developer subcontracts any part of the development works.</p>
1.2	Source of Funds	1.2.	The expenditure, as per Contract, on this development of “ CHIEF MINISTER’S JAN AWAS YOJNA – 2015 ” will be met by Jaipur Development Authority from its own funds.
1.3	Code of Integrity	1.3.	<p>(i) Any person participating in Development (Procurement) process shall: -</p> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process; (b) or to otherwise influence the procurement process; not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) Disclose conflict of interest, if any; and (h) (i) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other

			<p>procuring entity.</p> <p>(ii) A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>(iii) Appropriate actions will be taken against the bidder if it is determined that a conflict of interest has flawed the integrity of any procurement process. Consequently, all Bidders found to have a conflict of interest shall be disqualified.</p> <p>(iv) A Bidder may be considered to be in conflict of interest with one or more parties In this bidding process if ,including but not limited to:</p> <ul style="list-style-type: none"> a) they have controlling partners in common; or b)They receive or have received any direct or indirect subsidy from any of them; or c) They have the same legal / authorised representative for purposes of this bid; or d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or e) They have an ex-officer (retired less than 2 years ago) of the JDA/DLB/ JDA/RHB/Govt. of Rajasthan who had worked in the concerned department in a controlling position and who could influence the decision of the JDA/Govt. of Rajasthan (procurement authority). f) Participation by a Bidder in the same bid (work/project) as individual and also as a partner in SPV will result in the disqualification of all Bids in which the such party is involved. However, this does not limit the inclusion of the same sub-developer / Contractor/ developer in more than one bid; or g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the JDA/ U.D.H as Engineer-in- charge/ consultant for the Contract. <p>(v) Breach of code of integrity by the bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act 2012, in case of any breach of</p>
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			<p>bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the said Act.</p>
1.4	Eligible Bidders / Joint ventures	1.4.	<p>As detailed in the technical parameters for developers .A bidder may be a natural person, private entity, registered firms and or registered company, government-owned entity or, where permitted in the bidding documents any combination of them with a confirmed intent to enter into an agreement or under an existing agreement in the form of a Joint Venture SPV as per policy. In the case of a Joint Venture:</p> <ul style="list-style-type: none"> a) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and b) a Joint Venture shall nominate a representative (lead partner) who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement, defining the percentage of partnership in SPV. c) The annual financial turnover of the bidders in the past 3 financial years for different housing/other buildings projects packages including infrastructure Shall be as per technical parameters: (d) Bidder those are bidding for more than
		1.4.2	<p>A bidder should not have a conflict of interest in the development/procurement in question as stated in rule</p>
			<p>with section 11 and Chapter IV of the Act if it determines that a conflict of interest has flawed the integrity of any procurement process. All bidders found to have a conflict of interest shall be disqualified.</p>
		1.4.3	<p>A bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by:-</p> <ul style="list-style-type: none"> (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity. An undertaking shall be

		1.4.4	A bidder / SPV who is guilty of a breach of contract and action to rescind the contract has been taken against him for such breach , shall not be eligible to bid for the completion of the remaining part of the same work. Even his sub-Developer/Contractors will also not be eligible to bid if they were also found guilty of sharing the breach committed by the bidder.
		1.4.5	<p>i) Any change in the constitution of the firm, etc. shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the contract.</p> <p>ii) No new partner / partners shall be accepted in the firm by the Bidder in respect of the contract unless he / they agree to abide by all its terms, conditions and deposit –with the Procuring Entity a written agreement to this effect. The Bidder's acknowledgement for such acceptance or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.</p> <p>iii) The status of the lead partner/ representative of the SPV as a major stake holder should not change without the approval of the Employer and the new major stake holder agreeing to abide by all terms and conditions of the contract, including</p>
		1.4.6	All Bidders shall provide in Section-III and IV, Qualification Criteria and Bidding Forms, a statement that the Bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the project (procurement) or is being proposed as Project
			engaged by the Procuring Entity to provide consulting services for the preparation or supervision of the
		1.4.7	Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, should
		1.4.8	In case a prequalification or registration process has been conducted prior to the bidding process, this bidding will be open only to the prequalified or
		1.4.9	Bidders are required to submit their PAN for TDS. The PAN for their sub Developer/Contractors if any should also be provided

		1.4.10	Sub Developer/Contractors initially included in the bid along with their prequalification data on works executed, equipment and personnel, shall be categorized as a nominated sub-Developer/Contractor. In case of a dispute between the Developer/Contractor and the nominated sub-Developer/Contractor, the JDA/Govt. of Rajasthan will recognize the sub-Developer/Contractor and hear
2.	Contents of Bidding Document		
2.1	Bidding Document	2.1.1	The Jaipur Development Authority will select a Developer/ contractor for each contract package from those responding to this bid and thereafter short listed by the JDA, in accordance with the method of selection specified in the Bid Data Sheet.
		2.1.2	The Invitation for Bids issued by the Procuring Entity is part of the Bidding Document.
		2.1.3	The procuring entity is not responsible for the completeness of the Bidding Document and its Addenda, if they were not obtained directly from the Procuring Entity or downloaded correctly (bid and addenda if any) from the procuring entity's web site.
		2.1.4	The Bidder is expected to examine all instructions, forms, terms / conditions, and Specifications in the Bidding Document. Failure to furnish all information or Documentation required by the Bidding Document may result in the rejection of the Bid.
		2.1.5	The shortlisted developer/ bidder shall be invited to submit a Financial Proposal for undertaking works indicated in the Bid Data Sheet. The Financial bid will be the basis for contract negotiations and ultimately for a signed Contract with the selected developer.
		2.1.6	Developers should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the work and local conditions, developers are encouraged to visit the site / JDA before submitting a proposal and to attend a pre-bid meeting. Attending the pre-bid meeting is optional. Developer should contact the Executive Engineer (Housing-II), JDA, Jaipur to ensure assistance to visit the site or to obtain additional information on the site/pre-bid meeting. Developer should ensure that JDA officials are informed in advance for the visit in adequate time to allow them to make appropriate arrangements.

		2.1.7	The JDA will provide at no cost to the developer, inputs and facilities specified in the Bid Data Sheet, and make available relevant project data and reports. However, the developer is advised against relying completely on such data and is advised to verify all data from the site at his own cost and in his own interest.
		2. 1.8	Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The JDA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason, and without thereby incurring any liability to the developer.
2.2	Eligibility	2.2.1	A developer / bidder firm will be ineligible to apply for this development contract in case it has been declared ineligible/blacklisted /banned by JDA/ U.D.H case the assignment is being financed with the funds of a Development Partner (Banks etc), than that Development Partner and such a directive is in effect at the time of the submission of this proposal.
		2.2.2	<ul style="list-style-type: none"> i) The entity should be a firm or a legal entity registered under Companies Act, Partnership Act, Societies Act or any other law and should have been in operations for at least three years with the proof of incorporation/ commencement of business. Individuals / proprietor firms are also eligible. ii) In case of a company, Registration Certificate issued by Registrar of Companies along with Memorandum of Association (MOA) and Article of Association (AOA) should be submitted. iii) In case of society, certificate of Registration issued under Societies Act along with copy of bye laws to be submitted. iv) In case of firm VAT (works contract Tax) Registration Certificate, Service Tax Registration Certificate in the firm's name along with declaration duly signed by all the members or partners of the firm. v) Any other equivalent document in case of any other entity such as society etc.
2.3	Proposal Validity	2.3.1	The Bid Data Sheet indicates how long bidder's Proposals must remain valid after the submission date (for 90 days). Should the need arise; however, the JDA may request developer/Developer/Contractor to extend the validity period of their proposals.

2.4	Clarification of Bidding Document and Pre-Bid Meeting.	2.4.1	The address of the Procurement Entity is: Additional Chief Engineer-III Jaipur Development Authority Jaipur
		2.4.3	The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the pre- bid conference/ dead line for submission of bids. Non-attendance at the pre-bid conference will not be cause For disqualification of a Bidder.
		2.4.4	Minutes of the pre-bid meeting ,including the text of the questions raised, and their responses given, without identifying the source, together with any responses prepared after the conference, will be transmitted promptly to all Bidders who have acquired the Bidding Document. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the JDA exclusively through the issue of an addendum (part of bid document) and not through the minutes of the pre- bid meeting. At any time prior to the deadline for submission of the Bids, the Procuring Entity may also amend the Bidding Document if required by issuing an

			addendum which will form part of the bid document. Such addenda can also be downloaded from the Procuring Entity's website.
2.5	Amendment of Bidding Document	2.5.1	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Procuring Entity / or can be downloaded from the official web site of the Procuring Entity.
		2.5.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the dead line for the submission of the Bids, pursuant to ITB [Deadline for Submission of Bids], under due intimation to the bidders who have procured the document from the procuring entity and also by uploading it on the website.
2.6	Grievance Handling during Procurement Process.	2.6.1	If at any time during the procurement process , the bidder has a grievance which needs to be addressed, the same shall be addressed in the first instance by the Jaipur Development Commissioner, JDA and if not resolved, it shall be done in accordance the Grievance Handling Mechanism as stated in Appendix A of this ITB.

3.Preparation of Bids			
3.1	Cost of Bidding	3.1.1	<p>The e-tendering processing fee of Rs. 1000.00 (one thousand only) and the cost of procuring the bidding documents Rs.1000.00 (Rs One Thousand only) shall be deposited online after registering with JDA.</p> <p>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the JDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p>
3.2	Packaging of Bid projects, Bid security.		Bid Security for each plot is Rs 10.00 lacs.
3.3	Language of Bid	3.3.1	<p>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the JDA as Procuring Entity, shall be written in the language (English / Hindi). Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the bidder in the language specified in the BDS, in which case ,for purposes of interpretation of the Bid, such translation shall govern.</p>
3.4	Documents Comprising the Bid	3.4.1	<ul style="list-style-type: none"> i) The Notice Inviting Bids. ii) The Manual of standards and specifications, installation, testing/ commissioning and performance requirements. For installation and commissioning of the equipment provided and installed at the project, the bidder should confirm the availability of qualified and experienced technical personnel for as required. iii) Drawings / designs in support of the works to be supplied. iv) Construction schedule on MS Project. v) Any other document as required in the BDS. vi) The document uploaded on the e-proc along all details and forms. vii) Others as relevant/specified in bid documents or required otherwise to strengthen the bid submitted.
3.5	Bid Prices And Discounts	3.5.1	The prices and discounts quoted by the Bidder in the Financial Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
		3.5.2	The Bidder shall quote any unconditional discounts and the methodology for their application in the Financial Bid Submission Sheet.
3.6	Currencies of Bid.	3.6.1	The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees .All payments shall be made in Indian Rupees.

3.7	Documents Establishing the Eligibility of the Bidder	3.7.1	As per Technical parameters for developers. To establish their eligibility [Eligible Bidders], Bidders shall: <ul style="list-style-type: none"> 1) Complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and 2) If the Bidder is an existing or intended SPV [Bid Prices and Discounts], submit a copy of the intended SPV Agreement, The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended SPV, as appropriate. 3) The existing and intended SPV shall authorize an individual / partner in one of the firm of the SPV to act and commit all the partners of SPV for the bid/contract.
3.8	Documents Establishing the Qualifications of the Bidder	3.8.1	To establish its qualifications to perform the Contract ,the Bidder shall submit as part of its Technical Proposal [if desired separately] the documentary evidence indicated for Each qualification criteria specified in Section III, Evaluation and Qualification Criteria.
3.10(a)	Period of Validity of Bids	3.10.1	Bids shall remain valid for the 90 days after the bid submission deadline date as prescribed by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.10.2	In exceptional circumstances, prior to the expiration of the bid validity period, the JDA may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested [Bid security] it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
3.10(b)	Conformity of works to bidding documents	3.10.3	The bidding documents conform to the proposed works. However, the bidders may draw attention of the procuring entity to deviations if any at least 7 days before the dead line for submission of the bid.
3.11	Bid Security	3.11.1	The Bidder shall essentially furnish as part of its Plot, for bid security of Rs 10.00 lacs for each plot deposited online or in the form of bank guarantee valid for 6 months.. Bids received without a valid bid security shall be considered non responsive and shall be rejected.
		3.11.2	In lieu of bid security, a bid securing declaration shall be taken from Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled / managed by Government, Government Undertakings and Companies of Central Government or State Government of Rajasthan.
		3.11.3	Bid security shall be Rs.10.00Lacs for each plot.
		3.11.4	Earnest Money or Bid security of a bidder lying with the procuring entity in respect of other works, bids awaiting decision or rejected , shall not be adjusted towards bid security for the fresh bids.
		3.11.5	The bid security may be deposited online as per NIB or demand draft or bank guarantee in specified format, of a scheduled/ Nationalised bank valid for 6 months
		3.11.6	The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the JDA/ Procuring Entity.

		3.11.7	The Bank guarantees for Bid security or Performance guarantee, issued by a scheduled or Nationalised bank are acceptable.
		3.11.8	The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security pursuant to ITB Clause 6.5 [Performance Security] .No interest will be paid by the JDA on the Bid security, Earnest Money or other security money.
		3.11.9	<p>The Bid security taken from a bidder shall be forfeited in the following cases, namely:-</p> <ul style="list-style-type: none"> a) when the bidder withdraws or modifies his bid after opening of bids; b) when the bidder does not execute the agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time; if any, after issue of letter of acceptance/placement of supply / work order within the specified period; c) when the bidder fails to commence or execute work as per work order within the time specified; d) when the bidder does not deposit the performance security in accordance with ITB Clause 6.5 [Performance Security]; in the prescribed time limit after the supply / work order is placed; e) to adjust any accepted dues against the bidder from any other contract with the procuring entity; and f) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules. g) Does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.4.1 [Nonconformities, Errors, and Omissions].

		3.11.10	<p>The procuring entity shall promptly return the bid security of the unsuccessful bidders at the earliest of the following events, namely:-</p> <p>(a) the expiry of validity of bid security;</p> <p>(b) the execution of agreement for procurement and performance security is furnished by the successful bidder;</p> <p>(c) the cancellation of the procurement process; or</p> <p>(d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.</p>
		3.11.11	The Bid Security of a SPV must be in the name of the SPV that submits the bid. If the SPV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB Sub-Clause 3.8.1 [Documents Establishing the Eligibility of the Bidder].
3.12	Format and Signing of Bid	3.12.1	As per E-Proc procedure
4. Submission and Opening of Bids			
4.1	Sealing and Marking of Bids	4.1.1	As per e-proc procedures.
4.2	Deadline for Submission of Bids	4.2.1	Technical and Financial Bids shall be received on the e-proc portal on date 18-03-2016 by 15.00 hours.
4.3	Late Bids	4.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline/ time for submission of Bids, in accordance with this Clause. Any Bid received by the Procuring Entity after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
4.4	Withdrawal, Substitution and Modification of Bids	4.4.1	Modification/Withdrawal as per e-proc procedures for rebid.
4.5	Bid Opening	4.5.1	The technical bid shall be opened on Dated: 22-03-2016 at 4:00 PM by the bid opening committee constituted by the JDA/Procuring Entity at the time, date and place specified in the bidding documents in the presence of the bidders or their authorised representatives, who chose to be present.

		4.5.2	The bid opening committee may co-opt other experienced Persons in Jaipur Development Authority in the committee to conduct the process of bid opening.
		4.5.3	If electronic bidding is adopted, specific electronic bid opening Procedure as specified on the, e-Proc portal or State Public Procurement Portal shall be followed. The bidders may witness the electronic bid opening procedure online.
		4.5.4	For bid withdrawal, substitution and modification, adopt rebid procedure as per e-Proc.
		4.5.5	No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding documents, processing fee or user charges (in case of e-Procurement) and bid security.
5 Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in the Entity's examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing. The Procuring Entity shall clarify the matter before finalising the Bid.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2	Clarification of Bid	5.2.1	To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding his bid. The committee's request for clarification and the response of the bidder shall be in writing.
		5.2.2	Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the committee shall not be considered.
		5.2.3	No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Responsiveness of Bids	5.3.1	The Procuring Entity's determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, [Documents Comprising the Bid].

		5.3.2	<p>A substantially responsive Bid is one that conforms without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <ol style="list-style-type: none"> 1) Affects in any substantial way the scope, quality/specifications, or performance of the Works and Related Services specified in the Contract; or 2) Limits in any substantial way, in consistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the Contract; or 3) If rectified after opening of the bid would unfairly affect the competitive position of other Bidders presenting substantially Responsive bids. <p>If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
		5.3.3	
5.4	Non-conformities, Errors, and Omissions, corrections	5.4.1	<p>Provided that a Bid is substantially responsive, the JDA may waive any non-conformity or omission in the Bid that does not constitute a material deviation (i.e. specifications/price or conditions of supply/installation or commissioning).</p>
		5.4.2	<p>Provided that a Bid is substantially responsive, the JDA/request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non material nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to</p> <p>Any aspect of the Financial Proposal and /or Supplementary.</p>
		5.4.3	<p>Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid, and forfeiture of the bid security.</p> <p>Provided that a Bid is substantially responsive, the JDA will rectify nonmaterial nonconformities or omissions (arithmetical errors) according to clause 5.4.4. To this effect, the Bid Price shall be adjusted during evaluation of Financial Proposals and Supplementary Financial Proposals, for comparison purposes only , to reflect the price of the missing or non- conforming item or component.</p>
		5.4.4	<p>Provided that the Bid is substantially responsive, the JDA/Procuring Entity will correct arithmetical errors during evaluation of Financial Proposals and Supplementary Financial Proposals on the following basis:</p> <ol style="list-style-type: none"> 1) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; 2) If there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and 3) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to(i)and(ii)above.

		5.4.5	If the Bidder that submitted the most advantageous Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.
5.5	Preliminary Examination of Bids	5.5.1 5.5.2	<p>The Procuring Entity shall examine the Bid Proposals to confirm that all documents and technical documentation [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</p> <p>The JDA shall confirm, following the opening of the Bid Proposals, that the following documents and information have been provided. If any of these documents or information is missing, the offer shall be rejected. The Technical Financial Proposals and Modified Bid Proposals Submission Sheets shall ensure the following, including:</p> <p>i. The bid is signed, as per the requirements listed in the bidding documents;</p> <p>ii. Bid has been sealed as per instructions provided in the bidding documents;</p> <p>iii. bid is valid for the period, specified in the bidding documents;</p>
5.6	Examination of Terms and Conditions	5.6.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

		5.6.2	The Procuring Entity shall evaluate the technical aspects of the Bid submitted [Documents Comprising the Bid] and Documents Establishing the Conformity of the Works and Related Services to the Bidding Document], to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Document and all amendments or changes requested by the Procuring Entity [Amendment of Bidding Document], have been met without any material deviation or reservation.
		5.6.3	If, after the examination of the terms and conditions the Procuring Entity determines that the Proposal is not substantially responsive in accordance with ITB [Responsiveness of Bids], it shall reject the Bid.
5.8	Evaluation of Bids	5.8.1.	The JDA Entity shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
		5.8.2.	To evaluate a Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.8.3.	<p>To evaluate a Financial Bid, the Procuring Entity shall consider the following:</p> <ol style="list-style-type: none"> 1) The bid Price quoted in the Financial Proposal; 2) Price adjustment for correction of arithmetic errors in accordance with ITB [Nonconformities, Errors, and Omissions]; 3) Price adjustment due to discounts offered in accordance with ITB [Bid Prices and Discounts]; and application of all the valuation factors indicated in Section III, Evaluation and Qualification Criteria.

		5.8.4	A bidder can be awarded more than one package but he shall then have to have independent teams of personnel/equipment/laboratory/at each location.
5.9	Comparison Of Bid	5.9.1	The JDA shall compare all substantially responsive bids to determine the most advantageous bid, in accordance with ITB [Evaluation of Bids].
5.10	Negotiations	5.10.1	Except in case of procurement by method of single source procurement, to the extent possible, no negotiations (accept as in 5.10.2) shall be conducted after the submission of the bid. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
		5.10.2	Negotiations may, however, be undertaken only with the lowest or most advantageous bidder under the following circumstances- <ul style="list-style-type: none"> a) when ring prices have been quoted by the bidders for the subject matter of procurement; or b) When the lowest bidder fails to sign the Contract in the given time schedule and his bid is rejected with the forfeiture of the bid security. In such an eventuality, the bid evaluation committee may offer the next lowest and
			others in that order in the package /bid to negotiate and offer to enter in to the Contract on the bid by the lowest disqualified bidder. <ul style="list-style-type: none"> c) Incase such bidders in the package do not agree to the lowest rate bid as above, the offer could be extended to other bidders in other packages for selection of a bidder. d) If no bidder is agreed, the bids shall be invited again. e) If more than one bidder happens to quote same rate for same package, the work may be awarded to the bidder with a higher bid capacity.
		5.10.3	The most advantageous bidder shall be informed in writing by registered letter and e-mail (if available), about his being the successful bidder. A minimum time of ten days shall be given for calling to sign the agreement. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to holding of negotiations.
		5.10.4	Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
5.11	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.11.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without there by incurring any liability to the Bidders and or assigning any reasons thereof.
6. Award of Contract			
6.1	Award Criteria	6.1.1	The JDA shall evaluate the technical and financial bids of the eligible bidders and award the Contract to the Bidder whose financial offer has been determined to be the most advantageous on the evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily. For award, each package will be considered separately.

		6.1.2	A Bid shall be rejected if the qualification criteria as specified in Section III, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Procuring Entity shall proceed to the next most advantageous bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.
6.2	Procuring Entity's Right to Vary Quantities at Time of Award	6.2.1	At the time of award of contract, the scope of works (number of houses) originally specified in the bidding documents may be increased or decreased, but such increase/ decrease shall not exceed fifty percent of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents. The bidder shall not be entitled to claim any loss or damage on account of such variation in scope of work.

6.3	Acceptance of the successful bid and award of contract	6.3.1	The procuring entity before finalizing the Bid/placing the order. Shall ensure the submission of performance security of 1% of total project cost for each plot separate order shall be issued for individual plot.
		6.3.2	Before award of the contract, the procuring entity shall ensure that the price of successful bid is reasonable and consistent with the required quality/specifications.
		6.3.3	A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
		6.3.4	The procuring entity shall award the contract to the bidder whose offer has been determined to be the most advantageous in accordance with the evaluation criteria set out in the bidding documents if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement.
		6.3.5	Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that his bid has been accepted.
		6.3.6	If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted (registered /AD) and/ or sent by email (if available) to the address of the bidder given in the bidding document. Its receipt should be duly acknowledged.
		6.3.7	The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and his performance security is obtained. Until a formal contract is executed, the letter of award or Letter of Intent shall constitute a binding
6.4	Signing of Contract	6.4.1	As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and he will be advised to execute an agreement in the format given in the bidding document on a non –judicial stamp of requisite value and deposit the amount of performance security and a performance security declaration, if applicable, within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
		6.4.2	A contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
		6.4.3	The procuring entity and the bidder shall sign the contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

		6.4.3	The procuring entity and the bidder shall sign the contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
		6.4.4	If the bidder, whose bid has been accepted, fails to sign a written contract or fails to furnish the required performance security, the procuring entity shall forfeit his bid security and take further action against the successful bidder as per the provisions of the bid document, Act and these rules. The procuring entity may, in such case, cancel the procurement process or if he deems fit, offer for acceptance on the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
		6.4.5	The bidder shall be advised to execute the agreement on a non-judicial stamp of prescribed value at his cost.
6.5	Performance Security	6.5.1	Performance security (1% of the total project cost) shall be solicited from all successful bidders except undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the Government, Government undertakings and companies of Central Government or State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement for Government undertakings etc. as detailed above.
		6.5.2	The amount of performance security shall be one percent of the amount of work order in case of procurement of works. It shall be paid by the bidder as per clause 6.3.1 above.
		6.5.3	Performance security shall be furnished in the following forms- (a) online (b) Bank guarantee/s.
7	Grievance handling during procurement process	7.1	Any grievance of a bidder pertaining to the procurement process shall be by way of filing an appeal to the first or second Appellate Authority in accordance with provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these instructions.

8.0 BID SUMMARY

1. **Name of Project: Development** / Construction of EWS & LIG flats under **CHIEF MINISTER'S JAN AWAS YOJNA – 2015** Provision 4A(II) at various locations in JDA Schemes.
2. Place of submission of bid. <http://eproc.rajasthan.gov.in>
3. Pre bid meeting **29-02-2016 at 3:30 PM, in "Manthan Hall",**
Jaipur Development Authority,
Jaipur, Indira Circle Jawahar Lal Nehru Marg, Jaipur
4. Last Date of submission of bid **18-03-2016 Time 03:00 PM**
5. Date and place for opening of Technical Bid **22-03-2016 at 04:00 PM**
Office of Additional Chief Engineer-III,
Citizen Care Centre, First Floor, Room No.104
Jaipur Development Authority,
Indira Circle Jawahar Lal Nehru Marg, Jaipur.
6. (a) Cost of Bid Document Rs 1000.00 online deposition.
(b) Bid Processing fee. Rs 1000.00, online deposition.
(c) Bid Security Rs 10.00 lacs for each plot.
7. Date of Completion of Contract The dates of the completion of the Contract shall be as per policy.
8. Defect liability period. 01 Year from the completion of individual package of the Contract.
9. Payments In Indian Rupees as per stage payments in the policy.
10. Final Payment within 180 days of the Date of completion of Contract.
11. Type of Contract Engineering-Procurement-& Construction (EPC) .
12. Independent Engineer An individual or a firm (if) appointed by the Procurement Entity to Examine/ review the designs, drawings, project preparation tests, variations, time extensions submitted by the Developer/Sub-developer and in general assisting the JDA in execution of the project.
13. Quality Assurance Three levels: i) by the Developer's Engineers, ii) by the EIC of JDA and iii) by Third Party Quality (as per ISO 17020) Inspecting Team appointed by the JDA.

14. Milestones

For a total completion period the
Milestones are proposed as Under: -

Mile stone	Targeted Physical achievement	Targeted Financial achievement
Ist.-1/8 th . Of completion period	Construction of RCC frame up to the plinth level, Foundation masonry up to DPC / PB laid, site office for employer/ Developer, field laboratory, water and power connections to the site offices and the laboratory etc.	10% of the total contract amount.
IInd. - 1/4 th . Of completion period	Superstructure RCC frame and Casting GF / FF roof For all flats	20% of the total contract amount.
III rd. 3/8 th . Of completion periods	Superstructure RCC frame and Casting SF / TF roof for all flats, including terracing, P/L of RW pipes, and OHT	30% of the total contract amount.
IVrd. -1/2 –do-	Fourth & above Floors	40% of the total contract amount
V th. 5/8 th .-do	After completion of walls, door, window frame Work at all floors. Complete in all respects.	55% of the total contract amount.
VIth.- 3/4 th .-do-	After completion of all sanitary, water supply, Electrification, internal and external work, complete in all respects.	65% of the total Contract amount.
VIIth. 4/5 th . –do-	After completion of all plastering (inside and outside), flooring, tiling, fittings and fixtures etc. complete in all respects.	75% of –do-
VIII th.19/20th– full –do-	After providing and fixing, door shutters, joinery hard ware, painting, white /colour washing , stair case railings and other misc. work as per Contract. Completion of all internal development including Roads, drainage, foot paths, water harvesting, water supply, sewerage, RWH, STP, Waster water recycling, Street lighting, Telecom lines, etc.as per contract, Final Completion and handing over	90% of –do-
IX th. Full –do-	Submission of as built drawings, issue of completion, occupancy Certificate, service connections, and Connecting to sewerage, water and power supply Testing / commissioning, all payments to JDA, And the Govt. etc.	100% of –do-

20. **Compensation for delay:** As per policy.

Section II: Bid Data Sheet

Content: -

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BID DATA SHEET:

S.No	ITB Clause No.	Particulars
1.	1.1.1	The NIB No. is JDA/EE(Housing-II)/05/2015-16, Dated 16-02-2016
	1.1.2	The Client/procurement entity is: Executive Committee, JDA through Jaipur Development Commissioner, Jaipur Development Authority, Indira Circle, J.L.N. Marg, Jaipur-302004
2.	1.2.1	The expenditure on the project shall be met by JDA.
	1.2.2	The name of the project is: Development/Construction of EWS & LIG flats under CHIEF MINISTER'S JAN AWAS YOJNA – 2015 provision 4 A(ii) at plots in JDA schemes.
3.	1.3.1	Joint venture from amongst the prequalified bidders shall not be allowed. It is allowed outside the list of prequalified bidders. The maximum number of SPV partners can be three. Other requirements as per the Technical parameters shall be complied with.
	1.3.2	All partners of the SPV shall be severally and jointly liable to complete the work and to the compliance to the contract.
	2.3.1	The Client is Jaipur Development Authority . Method of selection/prequalification: The technical bids received shall be evaluated to list out eligible and prequalified bidders. i) Bid documents as issued on the eproc. ii) Financial bids shall be received and evaluated.
	2.3.2	The scope of works includes construction of EWS & LIG flats along with all internal development. The specification for works shall be as per details given.
	2.3.3	Pre-bid meeting has been proposed on 29-02-2016 at 03:30 PM , in the Manthan hall of the Jaipur Development Authority, Jaipur
	2.3.4	The inputs and facilities offered are: <ul style="list-style-type: none"> Specifications of work. Site plans of various plots indicating blocks & number of flats in JDA schemes.
	2.3.5	Validity of the bid is 90 days from the date of submission of the (Technical & Financial) bid.
4.	2.4.1	The Procuring Entity's address is: Executive Committee Jaipur Development Authority, Indira Circle, J.L.N. Marg, Jaipur-302004

5.	1.5.1	The language of the Bid is English
6	1.6.1	The bidder shall submit with its bid the required additional documents as listed.
7.	1.7.1	Alternate bids are not permitted.
8	1.8.1	The price shall be quoted by the bidder in Rupees
		Please refer Bid Summary. The period of completion from the date of commencement, is in months, as per general parameters of policy.
		The defect liability period after the date of final satisfactory completion is 12 calendar months, ending 01 Year after completion and handing over.
9.	1.9.1	The currency for the bid is Rupees.
10	1.10.1	The bid validity period is 90 days from the dead line for submission.
		Bid security declaration shall be required.
11.	1.11.1	The written confirmation of Authorization to sign the bid on behalf of the bidder/bidders shall be in the form of a legal power of attorney signed by all the bidders.
12.	1.12.1	For bid submission, the procurement entity's address is: Additional Chief Engineer-III, Jaipur Development Authority, Jaipur.
13	1.13.1	The dead line for bid submission is, Date 18-03-2016, Time 03:00 PM
14	1.14.1	The bid opening as per e-procurement.
15	1.15.1	A margin of preference shall not apply.
16.	1.16.1	The performance security shall be 1% of the total project cost.

REQUIREMENT OF PERSONNEL, EQUIPMENT ETC.

1. Key personnel required for Buildings works at each plot site costing projects upto Rs. 10 Cr.

S. No	Position/ Responsibility	Nos.	Qualification	Experience
1.	Project Engineer to be overall in-charge of execution, coordination, quality and timely completion of works.	1	BE Civil	Min. 15 year on a work of similar nature and size.
2.	Planning and monitoring Engineer, cum dy. Project Engineer.	1	BE Civil	10 Years
3	Quality Assurance cum coordination Engineer responsible for Draw a quality assurance plan, implementation, proper functioning of field laboratory, surveying, level, estimating, billing, layouts, measurements & first aid etc.	2	Graduate / 1. Diploma Civil Engineer	5 Years
4.	Sanitary/Water supply Engineer. To be responsible for materials, workmanship, execution and levels, etc.	1	Diploma Civil Engineer	5 Years
5.	Site engineers. To be responsible for efficient supervision and survey work	2	Diploma in Civil Engineering Surveyor	5 Years 5 Years

1. Affidavit by Developer to provide following Machinery & Equipments as & when required at site for each plot.

S.No.	Machine/Equipment	Nos.
1.	Earth excavator/ JCB	2
2.	Tractors with trolley	2
3.	Tractor mounted Water tankers	2
4.	Mortar mixers with Hoppers	4
5.	Plate Vibrator	4
6.	CC batch mix plant 30 cum/hour	1
7.	Steel/Ply Shuttering/ Scaffolding as per design	Adequate
8.	Needle Vibrators	4 each
9.	Pumps for Curing	6
10.	Static Water tankers, 4000L	4
11.	DG set 125 KVA	1 Nos.
12.	Dumpers	02
13.	Static Rollers,	01
14.	Vibrator Roller	01
15.	Transit Mixer	02
16.	Concrete Pumps	01

FIELD LABORATORY EQUIPMENT REQUIRED FOR BUILDING PROJECTS COSTING For
each project costing upto 10.00Crore. (Proportionate increase for Contracts of value more than Rs 10
cr.)

LIST OF EQUIPMENT REQUIRED IN THE FIELD LABORATORY

S.No.	Equipment	Nos.
	For Building Construction Projects	
1.	IS sieves with lid/pan: Size in mm: 100, 90, 80, 75, 63, 53, 45, 37.5, 26.5, 22.4, 19, 13.2, 11.2, 9.5, 4.75, 2.8, 5.6, 3.35, 2.36, 600, 500, 425, 355, 250, 212, 180, 150, 90, 75, 63, 53, 45, and 38 microns,	4 set
2.	Cube moulds 70 mm for mortar	36
3.	Cube moulds for CC 150 mm	36
4.	Compression Testing Machine 1000 Ton	1
5.	Compression Testing Machine for Mortar Cube 200 Ton	1
6.	Electronic / Digital balance 1 kg with least count of 0.01 g	1
7.	Electronic / Digital balance 20 kg with least count of 01 gm	1
8.	Pan balance with weight box 5 Kg & 10Kg.	1
9.	Enameled tray	6
10.	Oven (300°C) thermostatically controlled, sensitivity 1°C	1
11.	Slump cone	1
12.	First Aid Box	1
13.	Vicat Apparatus	1
14.	Cooler etc for Temperature control	1 or 2
15.	Atterberg Limit Apparatus	1
16.	Sand Replacement Apparatus	1

Note:- The tests which cannot be conducted at site shall be arranged by developer in NABL approved labs on his own cost.

CONTRACT

AGREEMENT

To be executed on Non-Judicial Stamp Paper of appropriate value

This contract (herein after called the “Contract”) is made on the.... day of the month of....., between, on the one hand Jaipur Development Authority (herein after called the “Employer”. Which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors or and assigns of the Part I)

And,

M/s....., a Developer/Contractor firm, a company, (or a lead partner of a joint venture (SPV) incorporated under the provisions of the company’s Act 1956 having its registered office at(herein after referred to as the Developer/Contractor which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors or and assigns of the Part II).

Whereas the Jaipur Development Authority has decided to take up the work of Construction of EWS & LIG packages (name of package/ Contract) at (location).....commencing onand to complete on....
..... As under:

S.No	Package	Category as per Technical parameters	Date of commencement	Date of completion	Contract Value- Rs.
------	---------	---	-------------------------	-----------------------	------------------------

Through the.....Engineer / Procurement Entity at a Total cost of Rs.....and has awarded the work to M/s.....of the Part II, to be as per specifications and the conditions of the contract attached hereto.

Now therefore the parties here to hereby agree to perform as per this agreement:

The following documents attached hereto shall be deemed to for main integral part of this contract:
The
BIS, IRC and other standard specifications and also

(a)The NIB issued vide No.....Dated...

(b) The bid (technical and Financial) document from section.....to section.....

(c) The scope, specifications, design/drawings and BOQ for the work. (d) The conditions of the Contract.

(e)The following appendices: Appendix A: to Appendix.....

(f) The schedule of quality Assurance, operation and maintenance as required. (g) The mutual rights and obligations of the parties of the part I and II.

(h) The legal jurisdiction.

The Jaipur Development Authority has agreed to pay the Developer /Contractor for the work done as per the conditions of the Contract and the Developer /Contractor has agreed to execute the work strictly as per designs, drawings and specifications in the given time and cost.

In Witness Where of, the parties here to have caused this contract to be signed in the irrespective names as of the day and year first written above.

FOR AND ON BEHALF OF (Authorized Representative)

For M/s.....
(Name)/ (Designation)

FOR AND ON BEHALF OF
Procurement Entity

Signature Witness 1

Signature Witness 2

Name.....
Address.....

Name.....
Address.....

Section III Qualification & Eligibility

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Eligibility.....58

**Eligibility: As per approved Technical parameters in the Chief Minister's Jan Awas Yojna-2015
Provision 4A (ii).**

The Eligibility Criteria for the bidders shall be as follows:-

- (i) Experience in building construction works for at least three years and should have a good track record of quality construction works.
- (ii) Total net worth (Reserve & Capital) of last three years (of the company or its sister concern or consortium) should be equivalent to at least 10% of the project cost (excluding land cost) i.e. cost of proposed EWS/LIG houses.
- (iii) The developer should have executed minimum 2 acres of residential or other type of development in a single project during last three years (as a developer or builder or as construction agency).
- (iv) Joint ventures or Special Purpose Vehicles by private developers will also be eligible under the Policy.

The following may be noted: -

- (i) Net Worth means paid up capital+ reserves-losses if any.
- (ii) Joint venture / special purpose vehicle / consortium can also be considered for eligibility.
- (iii) The Net Worth and turnover of any joint venture company having experience in the field other than real estate sector shall also be considered for the eligibility criteria.
- (iv) The Jaipur Development Authority on the basis of any justified delay can extend the completion period by maximum of two years.

Net Worth: Means the paid up capital +reserves-losses. To be certified by Chartered Accountant

S.No.	Category	Minimum net worth required	Present Net worth of single bidder.	Net worth of SPV-Rs in cr.			Total net worth of SPV- Rs in cr
	Area of project land	Rs. In cr		Lead partner	Partner II	Partner III	
.							

Minimum turnover (combined in last 3 years (Current Year 2015-16 may be opted) in housing/other building including infrastructure. Provide year wise details.

S.No.	Year	In housing /other building Rs in cr	In infrastruc- ture. Rs in cr	Total Turnover -Rs in cr	Turnover of SPV-Rs in cr.			Total Turnover of SPV-Rs in cr
					Lead partner	Partner II	Partner III	
.								

Section-IV : Technical Bid

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4.5.5	Affidavit.....
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4.5.7	Qualification Information.....
4.5.8	Schedule of Payment Currencies.....
4.5.9	Bid Securing Declaration.....
4.5.10	Bidder's declaration.....

4.1 Letter of Technical Bid

On the letter head of the bidder
To,
The Additional Chief Engineer-III
Jaipur Development Authority,
Jaipur.

Letter of Technical Bid. For Bid Invitation No.: JDA/EE Housing-II/05/2015-16; Date:16-02-2016.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instruction to Bidders(ITB);
- (b) We offer to execute in conformity with the bidding Documents the following Works:
.....
- (c) Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, including any sub-Developers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB;
- (f) We are not participating, as a Bidder or as a sub-Developer, in more than one bid in this bidding process in accordance with ITB,
- (g) Our firm, its affiliates or subsidiaries including any Sub-Developers or Suppliers for any part of the contract, has not been declared ineligible by Jaipur Development Authority.
- (h) Our firm, including any sub-Developers / suppliers for any part of the contract, have Indian nationalities.
- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (j) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) We agree to permit Jaipur Development Authority or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Jaipur Development Authority.
- (l) We are not a Government owned entity / we are a Government owned entity but meet the requirements of ITB

Signature

Name.....

Signed in the capacity of..... Duly authorized to sign the
Bid for and on behalf of.....Date:

4.2 Bid withdrawal Proposal Submission Sheet

Bid withdrawal Proposal Submission Sheet

Date:

Unique

Bid No.: Alternative No., if applicable _____

To: _____

We, a legally constituted firm/SPV lead by M/s.....and represented by the undersigned, declare that:

(a)We have examined and have no reservations to the Bidding Document, including Addenda No.:

.....

(b)We regret that on a/c of circumstances beyond our control, we have to with draw our bid for the above.

Name_____ In the capacity of_____ Signed_____ Duly authorized to
sign the Bid for and on behalf of _____ Date

4.3 Bid Security (Bank Guarantee Unconditional)

Bid Security (Bank Guarantee Unconditional)

.....Bank's Name, and Address of Issuing Branch or office
.....Beneficiary:..... Name and Address of the
Employer.....Date:.....in favour of Secretary, JDA, payable at Jaipur
Bid Security
No.:.....

We have been informed that Name of the Bidder.....
.....(hereinafter called
"the Bidder") has submitted to you its bid dated.....(herein after called "the Bid")for the
execution of
..... Name of Contract.....under Invitation to Bids
No..... ("the ITB"). Furthermore, we understand that, according to your conditions, bids must be
supported by a bid guarantee.

At the request of the Bidder, we.....here by irrevocably undertake to pay you any sum or sums
not exceeding in total an amount ofIndian Rupees and amount in figures....
...(amount in words.....) up on receipt by us of your first demand in writing accompanied
by a written statement stating that the Bidder is in breach of its obligation(s)under the bid
conditions, because the Bidder:

- (a) If after Bid opening, Bidder has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (herein after "the ITB"); or
- (c) If the bidder having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails to commence the work.

This guarantee will expire:

- (a) If the Bidder is the successful Bidder, up on our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) If the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder;
Or
one hundred and twenty days after the expiration of the validity of Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

We undertake to pay to the employer up to the above amount upon receipt to his first written demand without the Employer having to substantiate his demand, provided that in his demand the employer will note that the amount claimed by him as due to him owing to the occurrence of one or any of the three conditions, (specifying the occurred condition or conditions).

.....**Banks seal and signature of the authorised Signatory.**

4.4 Technical Proposal

A Technical Proposal must necessarily contain the following:

1. Personnel CVs including recent photo.
2. Qualifying Experience on works.
3. Bid security.
4. Others as per bid document.
5. All other data as per bid Forms

4.5.1 Personnel

Bidders should provide the names of suitably qualified / experienced personnel to meet the requirements specified in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate. Please also attach a recent photograph.

Form PER-1: Proposed Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As list as on page of the document (Evaluation and Qualification Criteria).

Form PER-2: Resume of Proposed Personnel (attach a recent photo)

Position		
Personnel information	Name	Date of Birth
	Professional Qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Signature of the incumbent in blue ink.

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company/Project/Position/Relevant technical and management experience

4.5.2 Site Organization (Proposed by the developer)

4.5.3 Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder: -

Form ELI-1: Bidder's Information Sheet

BIDDER'S INFORMATION	
Bidder's legal name	
In case of SPV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution/ India	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	

1. In case of single entity, articles of incorporation or constitution of the legal entity named above.
2. Authorization to represent the firm or SPV named in above.
3. In case of SPV, letter of intent to form SPV or SPV agreement, Name the Lead partner of the SPV
4. In case of a government-owned entity, any additional documents not covered under 1 above

Form ELI-2: SPV Information Sheet

Each member of a SPV must fill in this form

SPV / SPECIALIST DEVELOPER/CONTRACTOR'S INFORMATION	
Bidder's legal name	
SPV Partner's or Sub-Developer/Contractor's legal name	
SPV Partner's or Sub-Developer/Contractor's country of constitution	
SPV Partner's or Sub-Developer/Contractor's year of constitution	
SPV Partner's or Sub-Developer/Contractor's legal address in country of constitution	
SPV Partner's or Sub-	

Developer/Contractor's authorized representative information

(name, address,
telephone numbers,
fax numbers, e-mail
address)

Attached are copies of the following original documents.

1. Articles of incorporation or constitution of the legal entity named above.
2. Authorization to represent the firm named above.
3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
5. Capability and experience of the Sub-developer.

Form-1: Financial Situation

Each Bidder or member of a SPV must fill in this form

Financial Turn over for past 3 years-Rs		
Year 1: 2014-2015	Year 2: 2013-2014	Year 3: 2012-2013

Information from Balance Sheet: Rs

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement: Rs

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of financial statements (balance sheets including all related notes, and income statements)for the last three years, as indicated above, complying with the following conditions:-

- All such documents reflect the financial situation of the Bidder or partner to a SPV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form-2: Average Annual Construction (highlight housing) Turnover- Rs

Each Bidder or member of a SPV must fill in this form

Annual Turnover Data for the last.....years (Construction works only)	
Year	Amount-Rs

The information supplied should be the Annual Turnover of the Bidder or each member of a SPV in terms of the amounts billed to JDAs for each year for work in progress or completed, at the end of the period reported.

Form-3: Financial Resources-Rs

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

FINANCIAL RESOURCES		
S.No	Source of Financing	Amount in Rs

Form-4: Current Contract Commitments / Works in Progress

Bidders and each partner to a SPV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

[illegible]

Form EXP-1: General Construction (Highlight Housing) Experience:

CONTRACT OF SIMILAR NATURE		
Contract No. of.	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Developer/Contractor <input type="checkbox"/> Sub-Developer/Contractor	
Total Contract Amount	INR	
If partner in a SPV or sub-Developer/ Contractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
DESCRIPTION OF SIMILARITY IN ACCORDANCE WITH SECTION III:-		

Each Bidder or member of a SPV must fill in this form

GENERAL CONSTRUCTION EXPERIENCE				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP-2(a): Specific Construction (Pre casting or innovative technology) Experience

Fill up one (1) form per contract.

Contracts with similar key Activities		
Contract No. of.	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Developer/Contractor <input type="checkbox"/> Sub-Developer/Contractor	
Total Contract Amount	INR	
If partner in a SPV or sub-Developer/Contractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the Key Activities in accordance with section III		

BID capacity as calculated by the Bidder;

Bidder shall satisfy the requirement of assessed available bid capacity

= $(A \times N \times 3.0 - B)$, where:

A=maximum value of civil engineering works executed in any one year during the last 3 years

from 2010-11 to 2015-16 (Up dated to 2014-15 price level) taking in to account the completed as well as the works in progress.

N= Number of years prescribed for completion of the proposed Contract work.

B= Value, (up dated at the current price level) of existing commitments and on-going works to

be completed in the next 'N' years.

As per our financial statements: A = Rs. cr.

B = Rs.

cr

Adopted value of N as per technical parameters.

Note: -

- d) The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in- charge not below be the rank of an Executive Engineer or equivalent and / or certified by the authorised charter engineer signatory of the bidder.
- e) For joint ventures, the available bid capacity will be applied for each partner to the extent of his proposed participation and combined.
- f) Escalation factor (for the cost of completed work during the last 3 years) may be taken as follows:

One Year before: 2014-15	1.1
Two Year before:2013-14	1.21
Three Year before:2012-13	1.33

Signature and seal

Authorised Signatory

Date:

Authorisation in favour of the Lead
Partner:

The Additional Chief Engineer-
III,
JDA, Jaipur.

Sub: Bid for Development/Construction of EWS & LIG flats under **CHIEF MINISTER'S JAN
AWAS YOJNA – 2015** provision 4A(ii) at plots in JDA schemes.

Authorisation in favour of the Lead Partner.

Dear Sir,

We the authorised representatives of our firms (enclose board of director's resolution)
hereby confirm that we have unanimously authorised
M/s.....represented by Shri.....as the lead partner of our
SPV consisting of :

- i) M/s.....with Shri.....as the authorised
representative.
- ii) M/s.....with Shri.....as the authorised
representative.
- iii) M/s.....with Shri.....as the authorised
representative.

In confirmation thereof we have signed this authorisation today the
.....day of.....month.....year

Signature of authorised representative of the

- 1. Lead partner
- 2. IInd Partner
- 3. III rd Partner.

1.Witness 1

Name and address

2.Witness 2

Name and address

4.5.4 SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITEICS

BANK CERTIFICATE

Date

This is to certify that M/s_____is a reputed company with a good financial standing.

If the Contract for the work, namely.....is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs.to meet their working capital requirements for executing to the above Contract during the Contract period.

(Signature) Name of Bank MICR No.
Senior Bank Manager
Address of the Bank
Contact

4.5.5 AFFIDAVIT (ON Rs.100.00)

1.I/we, the undersigned, do hereby certify that-all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/Sor the SPV formed and its members have also not been black listed nor has abandoned any work in any State Government Department, or Govt. of Rajasthan or Jaipur Development Authority of Indian contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3The undersigned hereby authorizes and request(s)any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Jaipur Development Authority to verify this statement or regarding my(our)competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

__ (Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Or firms in SPV

Date:

4.5.6 Undertaking

I, the undersigned do here by undertake that our firm M/S_____would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.

_ (Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

ROF/ROC Registration No:

DATE

4.5.7 Qualification Information:

1. For individual bidders:

1.1 Constitution or legal status of Bidder (Attach copy)

Place of Registration: Principal place of business:

Power of attorney of signatory of bid (Attach) :

1.2 Total value of Civil Engineering construction work performed in last 3 years** (Rs. In lac)

S.No.	Year	Value of Works #
1.		
2.		
3.		

- 1.3.1 Work performed as a prime Developer/Contractor, work performed in the past as nominated sub-Developer/Contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last 3 years.**Attach completion certificates duly signed by the EE or equivalent/Chartered Engineer.

Project Name	Name Of the Employer*	Description of work.	Contract No.	Value Of Contract: Rs.in cr.	Date Of issue Of Work order	Stipulated Period Of Completion	Actual Date Of Completion	Remarks Explain Reasons Of delay & work completed

* Attach certificates from EE or above or Chartered Engineer

** Immediately preceding the financial year in which bids are received.

Attach certificates from Chartered Accountant

- 1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) As on the date of this bid.

(A) Existing commitments and ongoing works:

Descri- -ption Of work	Place & State	Contract No.	Name & Address Of the Employer	Value Of Contra ct: Rs.in cr.	Stipul ated Period Of Compl- etion	Value Of works To be Comp leted. (Rs. In cr)	Anticipa -ted Date Of Compl- etion
1	2	3	4	5	6	7	8

* Attach certificates from the EE or equivalent and / or Chartered Engineer

** Immediately preceding the financial year in which bids are received.

@ Item of work for which data is requested should tally with that specified in ITB clause 1.6.1 (iii) Not applicable if two stage bidding has been carried out.

- 1.5 Affidavit by developer regarding deployment equipment essential for carrying out the works at site as per bid data sheet. The bidder should list all the information requested below.

- 1.6 Qualifications and experience of key personnel required for administration and execution of the Contract (ref. Clause 1).

Attach biographical data. Refer also bid data sheet and concerned clause of the Conditions of Contract.

Position	Name	Qualification	Years of experience (General)	Years of Experience in the proposed Position
----------	------	---------------	-------------------------------------	--

1.7 Proposed sub-contracts and firms involved;

Sanction of the works	Value of sub-contract	Sub-Developer/Contractor (Experience in similar work.
1	2	3	4

1.8 Financial reports for the last 3 years: balance sheets, profit & loss statements, auditors report (in case of companies / corporations) etc., List them below and attach copies. Delete if pre-qualification has been carried out.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.

1.10 Name , address and Telephone / Telex / fax No. of the Bidder's bankers who may provide reference , if contacted by the employer.

1.11 Statement of compliance under the requirements of sub-clause 1.4.3 of the ITB (Name of Consultant engaged for project preparation is**.....)

2.Additional Requirement

2.1 Bidders should provide any additional information required to fulfill the requirements if applicable

- i. Affidavit
- ii. Undertaking
- iii. ***Update of original prequalification application iv. ***Copy of original prequalification application
- v. ***Copy of prequalification letter
- **Fill the name of the consultant
- ***Delete, if prequalification has not been carried out

4.5.8 Schedule of Payment in Rupees: For.....insert name of the
section of works.....

Date	Stage as per Cl. 2.0 of the manual.	Percentage Payment of the total contract value./ cumulative payment in percentage	Value in Rs.	Justification (as under) with respect to the cost of work done up to the stage.
	Stage Ist.	10/10		Construction of Foundation work up to DPC level with RCC, wall masonry, including DPC, plinth beam etc. for all blocks, site office for the employer / developer, field laboratory, water and power connections to site offices and laboratory etc.
	Stage IIInd.	5/15		Casting GF roof-do, except advance
	Stage IIIrd.	5./20		Casting 1 st Floor roof-do
	Stage IV th.	5/25		Casting 2 nd Floor roof-do
	Stage V th.	5/30		Casting 3 rd Floor roof
	Stage VI th.	5/35		Casting 4 th Floor roof
	Stage VII th.	5/40		Casting 5 th Floor Roof and above + Terracing + OHT's + RWP + Coping etc.
	Stage VIII th.	15/55		After completion of all masonry work, door window frame work etc. complete in all respects.

	Stage IX th.	5/60		After completion of all sanitary, water supply (internal and external), wall tiling etc. complete in all respects
	Stage X th.	5/65		After completion of all internal electrification work.
	Stage XI th	10/75		After all internal and external plasters and all flooring work.
	Stage XII th.	10/85		After supply and fixing of door shutters, complete painting, white and colour washing and other miscellaneous work.
	Stage XIII th.	10/95		Completion of all internal development including Roads, drainage- internal and connectivity to external urban drainage, foot paths, water supply, sewerage/ STP, waste water, RWH Street lighting, Telecom lines, landscaping and plantation, compound wall, security structures, built up community area etc. all complete and ready to hand over as per contract, Final Completion and handing over.
	Stage XIV th.	5/100		Submission of as built drawings, inventory, issue of completion Certificate, testing and commissioning etc. and commencement of the Defect Liability Period.
	Total	100		

Payment: As indicated in the bid, the developer shall be paid (after statutory deductions and satisfactory reports on Third Party Quality Inspections) through an escrow account maintained in the name of local ULB. The payment shall be in different stages as above. The monetary value of the percentages shall be worked by the bidders and quoted in the bid to be checked and approved by the JDA.

1. Payment due excludes the statutory deductions, performance security deposit and after due Compliance to NCRs issued by the TPQIA by the developer / contractor to be ensured by JDA, EIC.
2. Measurements for the buildings shall be taken at stage Ist. by the developer's Engineer and checked by the EIC, JDA/ EIC. These will be entered on a A4 computer sheet which will be bound and will be declared as MB and no hand written entry in the MB shall be required.
3. On subsequent stages thickness of plasters, slope and thickness of terracing, thickness of shutters, All layers of flooring, dia/weight / other parameters of pipes, conformance of brands/ performance of fittings and fixtures, commissioning / testing of all services, crust/profile and geometry of roads, inverts of drains, MH and sewerage , illumination on road by street lights , and all other parameters covered in 'Completion' as required by the urban service agencies shall be checked and recorded.
4. The developer may be required to undertake event management at his cost of a possible public Function if decided to be organized by the JDA. The expanses on this event shall be limited to a maximum of Rs one lac only.
5. This is a fixed price lump-sum contract and no variations (including compensation for escalation of costs etc.) on any account are payable to the developer. The developer is requested to design the proposal, drawings, and details in the first instance before submission to include all other costs on contingencies and possible variations etc. All fees/charges of the urban line agencies (services) shall be payable by the developer at his cost only.
6. **Photographs:** The execution of works shall be duly photographed (still and video if advised by the EIC JDA) by the Developer/Contractor. These photographs in soft and hard copies (minimum 6 Nos., 150x100 mm) shall be submitted along with the intermediate payment bills by the Developer/Contractor to the EIC JDA.

4.5.9 Bid Securing Declaration

Date: [insert date (as day, month and year)] Unique Bid No.: [insert number of bidding process]

To: [insert complete name of the procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

4.5.10 Declaration by the Bidder

I/we hereby declare that;

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents/pre-qualification documents/bidder registration documents, issued by the procuring entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding documents/pre-qualification documents/bidder registration documents;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the pre-qualification documents/bidder registration documents/ bidding documents, which materially affects fair competition;

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**BID EVALUATION SHEET**

S.No.	Particular	Criteria	Submitted by Developer at Page	
			Year	Page No.
1.	Experience in Building Construction	3 Years		
2.	Total Net Worth for Last 3 Years	10% of Total Project Cost		
3.	Execution of residential or other type of development in a single project during last 3 Years	At Least 1 Project		
4.	Financial turn over for last 3 Years	As per bid conditions		
5.	Maximum financial turn over in any one of the last 3 Years	As per bid conditions		
6.	Details of ongoing works			
7.	Bid Capacity	As per bid conditions		
8.	Affidavit for Equipments	As per bid conditions		
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Section V (A):

General Conditions of Contract

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 - 2.1.4 BIS, IRC Specifications and Manual to be a part of Contract.
 - 2.1.5 Works to be carried out
 - 2.1.6 Sufficiency of Tender/Bid
 - 2.1.7 Discrepancies and Adjustment of Errors (2.1.7-2.1.10)
 - 2.1.11 Signing of Contract
 - 2.1.12 Personnel (2.1.13)
 - 2.1.14 Developer/Contractor's Risks
 - 2.1.15 Insurance (2.1.15-2.1.19)
 - 2.1.20 Possession/assess to the Site
 - 2.1.21 Contract Agreement
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- 2.1.21.1 Developer / Contractor's Documents.
- 2.1.22 Delay in issuing Drawings or Instructions (2.1.22.1)
- 2.1.23 Employer's Use of Developer/Contractor's Documents.
- 2.1.23.1 Proof checking of Contractor's designs, drawings for works
- 2.1.24 Developer/Contractor's Use of Employer's Documents
- 2.1.25 Care and Supply of Documents
- 2.1.26 Confidential Details
- 2.1.27** Compliance with Laws.

3. Clauses of Contract

- 3.1 Commencement or Start Date of works.
- 3.1.1 Employer's personnel to get free access to site.
- 3.2.1 Permits, Licenses and Approvals
- 3.3 Employer's Personnel
- 3.4.1 Employer's Claim
- 4.1.1 The JDA EIC (Duties, responsibilities)
- 4.2.1 Delegation by JDA EIC
- 4.3 Instructions of the JDA EIC
- 4.4.1 Replacement of JDA EIC.
- 4.4.2 Record of notices, instructions and delegations.
- 4.5 Determinations.
- 4.5.1 Record of determinations.
- 4.6 Minutes of Meeting.

5 The Developer/Contractor

- 5.1.1 General Obligations.
- 5.1.2 Developer / Contractor's representative.
- 5.1.3 Sub-Contracting.
- 5.2.1 Performance Security (5.2.1-5.2.8)
- 5.3.1 Security Deposit.
- 5.4.1 Nominated Sub-developer / Sub Contractor.
- 5.5.1 Objection to Nomination.
- 5.5.2 Evidence to payment to nominated Sub-Developer/ Sub-Contractor.
- 5.5.3 Payments to Sub-Developer / Sub-Contractor.
- 5.6.1 Assignment of Benefit of Subcontract
- 5.7.1 Co-Operation
- 5.8.1 Safety Procedures.
- 5.9 Quality Control.
- 5.9.1 Quality Assurance(5.9.2) proof checking of design & drawings
- 5.10.1 Site Data
- 5.11 Sufficiency of the Contracted Amount
- 5.12 Unforeseeable Physical Conditions

- 5.13 Rights of Way and Facilities
 - 5.13.1.1 Avoidance of Interference
 - 5.13.1.2 Access Routes
 - 5.13.1.3 Transport of Plant/Equipment
 - 5.13.1.4 Developer/Contractor's Equipment
- 5.14 Protection of the Environment.
- 5.18.1 Protection to existing trees.
- 5.15 Electricity, Water & Gas
- 5.16 Progress Reports
- 5.17 Security of the Site
- 5.18 Developer/Contractor's Operations on Site
- 5.19 Fossils
- 5.20 Safety, Security and Protection of the Environment
- 5.21 Completion Plans to be submitted by the Developer/Contractor
- 5.22 Developer/Contractor to Supply Tools & Plants etc.
- 5.27 Changes in the firms constitution to be intimated

6 Staff and Labour

- 6.1.1 Engagement of Staff and Labour
- 6.1.2 Near relatives in Govt. Tendering barred.
- 6.2.1 Employment of Technical Staff and employees
- 6.2.2 Appointment of Apprentices.
- 6.2.3 Responsibility of the Technical Staff & Employees.
- 6.2.4 Site Order Book

7.1 Rates of Wages and Conditions of Labour

- 7.2 Persons in the service of the Employer
- 7.3 Working Hours
- 7.4 Facilities for Staff and Labour
- 7.5 Health & Safety
- 7.6 Developer/Contractor's Personnel
- 7.7 Records of Developer/Contractor's Personnel and Equipment
- 7.8 Disorderly Conduct
- 7.9 Foreign Personnel
- 7.10 Supply of Foodstuffs.
- 7.11 Supply of Water, Power and sanitation at site.
- 7.12 Employment Records of Workers
- 7.13 Compliance with Labour Laws
- 7.14 Penalty for noncompliance with labour Law.
- 7.15 Payment of Wages

8. Plant, Materials, works and Workmanship.

- 8.1 Manner of execution.
 - 8.2 Samples.
 - 8.3 Inspection of work likely to be covered.
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- 8.4 Materials supplied by Developer / Contractor.
 - 9.1 **Testing on Materials, Processes and end products.**
 - 9.2 Retesting on failure of tests.
 - 9.3 Further testing.
 - 9.4 Delay in testing.
 - 9.5 Cost of samples.
 - 9.6 Costs of tests.
 - 9.7 Cost of tests not provided for.
 - 9.8 Failure to pass tests on completion.
 - 9.9 Rejection.
 - 9.10 Remedial work.
 - 10.1 **Ownership of Plant and materials.**
 - 10.2 Dismantled material.
 - 10.3 Action where no specifications are specified.
 - 11.1 Royalties.
 - 11.2 Handing over the site.
 - 12.1 Arrangement of plant and machinery.
 - 13.1 Commencement of works.
 - 13.2 Time for Completion, intended completion date.
 - 13.3 Construction Programme.
 - 13.4 Extension in time for completion.
 - 13.5 Time and progress on MS project.
 - 13.6 Notice for delay beyond control.
 - 13.7 Rescheduling mile stones.
 - 13.8 Layouts, center lines, BM, Levels etc.
 - 13.9 Delay caused by authorities.
 - 13.10 Very sluggish rate of progress.
 - 13.11 Compensation for delay.
 - 14.1 When Contract can be rescinded.(14.2)
 - 14.3 Contractor to pay compensation even if action not taken to terminate/close the Contract.
 - 14.4 Much delayed progress of works.
 - 15.1 **Suspension of work.**
 - 15.2 Consequences of suspension.
 - 15.3 Prolonged suspension.
 - 15.3.1 Payment of work in case of prolonged suspension.
 - 15.4 Resumption of work.
 - 16.1 Contractor liable for repairs / defects during defect liability period.
 - 16.2 Works to be in good condition on completion of defect liability period.
 - 16.3 Cost of remedying defects.
 - 16.4 Extension of defect notification period.
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- 16.5 Failure to remedy defects.
 - 16.6 Searching for defects.
 - 17.1 Performance certificate.**
 - 17.2 Taking over of works or sections on completion of parts.
 - 17.3 Substantial/virtual and final completion.
 - 17.4 Unfulfilled obligations.
 - 18.1 Work to be executed in accordance with the specifications, designs, drawings and orders etc.
 - 18.2 Incidental operation.
 - 19.1 Right to vary.
 - 19.1.1 Variation in case of emergency.
 - 19.2 Variation procedure.
 - 19.3 Additional work.
 - 20.1 Value Engineering.
 - 21.1 Provisional sums.
 - 22.1 Developer/Contractor's obligations.
 - 23.1 Measurements of the work done (23.1-23.5).
 - 23.6 MetDirector (Engg-I) of measurement.
 - 24.1 Details of rate, bid negotiations.
 - 25.1 Omission.
 - 26.1 Contract price.**
 - 27.1 Schedule of payments.
 - 28.1 Payment of a monthly bill.
 - 28.2 Payment of final bill.
 - 28.3 Final payment certificate/ Final statement.
 - 28.4 Payment of Contractor's bills to banks.
 - 28.5 Payments on Interim Payment Certificates are advances only.
 - 28.6 Issue of Interim Payment Certificate.
 - 28.7 Final payment.
 - 29.1 Completion certificate and completion plans.
 - 30.1 Ensuring payment and amenities to workers if the Developer / Contractor fails.
 - 31.1 Withholding lien in respect of sums due from Developer Contractor.
 - 31.2 Lien in respect of claims of other Contracts.
 - 32.1 Levy or taxes payable by Developer/Contractor.
 - 33.1 Release of security deposit.
 - 34.1 Precheck and post check of bills.
 - 35.1 Termination of Contract by JDA / Govt. of Rajasthan.
 - 35.2 Payment after termination.
 - 35.3 JDA/Govt's entitlement to termination for convenience.
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35.4	Termination of Contract in case of imprisonment to Developer/ Contractor.
35.5	Termination of Contract on death of Developer/Contractor.
35.6	Payment on termination.
36.1	Corrupt or fraudulent practices.
37.1	Foreclosure of Contract due to abandonment or reduction in scope of work.
37.2	Cancellation of Contract in full or part.
38.1	Work not to be sublet. Action in case of insolvency.
39.1	Suspension of work by Contractor.
39.2	Suspension of work ordered by Employer.
40.1	Work done to be open and accessible for inspection.
41.1	Unsound, imperfect work done.
42.1	Rejection of work, payment at reduced rates.
43.1	Cessation of work and removal of Developer/Contractor's equipment.
44.1	Developer / Contractor to indemnify Govt. against patent rights.
44.2	Indemnities.
45.1	Developer / Contractor's care of works.
46.1	Taking over the work and sections.
46.2	Taking over parts of the work.
47.1	Employer's risks.
47.2	Consequences of Employer's risks.
48.1	Intellectual and Industrial property rights.
49.1	Limitation of liability.
50.1	Definition of Force Majeure.
50.2	Notice of Force Majeure.
50.3	Duty to minimize delay on account of Force Majeure.
50.4	Consequences of Force Majeure.
50.5	Force Majeure affecting Sub-Developer / Sub-contractor.
50.6	Termination due to long period of Force Majeure.
51.1	Release from performance.
52.1	General requirements of insurance.
52.2	Insurance for works and Developer/Contractor's Equipment.
52.3	Insurance against injury to persons and damage to property.
52.4	Insurance for Developer/Contractor's personnel.
53.1	Recovery.
54.1	Developer/Contractor's claims on extension of time.
54.2	Extra claims.
55.1	Dispute resolution.

General Provisions: Definitions

Clause	Sub-clause.	Provision
1.1 : The Contract	1.1.1	Bill of Quantities: means the priced and completed Bill of Quantities forming part of the Bid or the rate/unit to be bid by the bidder, if applicable.
	1.1.2	Contract: The Contract means the document forming the Tender and acceptances thereof and the formal agreement executed between the Procuring Entity /competent authority on behalf of the Governor of Rajasthan and the Developer/Contractor, together with the documents referred to there in including these conditions, the Specifications, designs, Drawings and instructions issued from time to time to form one Contract and shall be complementary to one another.
	1.1.3	Contract Agreement: means the Contract Agreement referred to in Sub-Clause 2.1.21[Contract Agreement].
	1.1.3.1	Competent Authority: Jaipur Development Authority, through the Executive Committee is also the Procurement Entity of the project.
	1.1.4	Bid Data: means the pages completed by the Employer entitled Bid Data Sheet which constitutes Part A of the Particular (Special) Conditions of Contract.
	1.1.5	Drawings: means the Drawings (and designs) and data of the Works, as included in the Bid/Contract and any additional and modified drawings provided by (or on behalf of) the bidder and approved by the Procurement Entity in accordance with the Contract.
	1.1.6	“Letter of Acceptance”: means the letter of formal acceptance of bid, signed by the Procurement Entity, or the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
	1.1.7	Letter of Tender / Bid : means the document entitled Letter of Tender or letter of bid, which was completed by the Developer/Contractor and includes the signed offer to the Competent Authority for the Works.
	1.1.8	Schedules: means the document(s) entitled Schedules, completed by the Developer/Contractor and submitted with the letter of Tender, as included in the Contract. Such documents may include the Financial bid/Bill of Quantities, Milestones data, lists and Schedules of rates and /or prices.
	1.1.9	Tender / bid: means the Letter of bid (technical and financial) and all other documents which the Developer/Contractor submitted with the Letter of Tender/bid, as included in the Contract.
Parties and Persons	1.1.10	Party means the Jaipur Development Authority

		or the Developer/Contractor, as the context requires.
	1.1.11	Developer/Contractor: The Developer/Contractor shall mean the eligible individual, firm or company or a Joint Venture of firms or Companies, whether incorporate or not, undertaking the Works and shall include the legal personal representative of such individual or the persons composing such firm or company or the Successor of such firm or company and the permitted assignees of such individual, firm or company.
	1.1.12	Developer/Contractor's Personnel: means the Developer / Contractor's Representative and all personnel whom the Developer / Contractor utilizes on Site, who may include the Engineers, staff, labour and other employees of the Developer / Contractor and of each approved Sub-Developer / Contractor; and any other personnel assisting the Developer / Contractor in the execution of the Works.
	1.1.13	The Employer: is the Party who will employ the Developer / Contractor to carryout the Works. The Employer may act through the Procuring Entity, which for this project is Jaipur Development Commissioner, JDA, Jaipur
	1.1.14	The EIC JDA: means the Executive Engineer who in association with the , shall supervise and be Engineer-in-charge of the work and who may sign the Contract on behalf of the Procuring Entity and who is responsible for supervising the work of Developer / Contractor, administering the Contract, certifying payments due to the Developer / Contractor, issuing and valuing Variations to the Contract, awarding extension of time, and valuing the Compensation events.
	1.1.15	Sub-Developer / Sub-Contractor means any person named in the Contract as a Sub-Developer / Contractor, or any person appointed as a Sub-Developer / Sub-Contractor, for a part of the Works; and the legal successors in title to each of these persons.
	1.1.16	Sub-Contracting: The process of assigning a part of the Work by the Developer /Contractor to some other Contractor on the terms and conditions of the Contract.
1.2 : Dates, tests and periods of completion	1.2.1	Base Date means the date 28 Days prior to the date (dead line for submission) for submission of the bid.
	1.2.2	Commencement, / Start Date means the date notified under Clause3.1 [Commencement of Works],Clauses of Contract.
	1.2.3	A Defect is any part of the Works not completed in accordance with the specifications of the work / Contract.
	1.2.4	The Defect Liability Certificate / Performance certificate is the certificate issued by EIC JDA after Defect Liability Period has ended and upon correction of all Defects by the Developer / Contractor.
	1.2.5	The Defect Liability Period will be 12 months from the date of handing over of all Buildings and internal development works completed / operational in all respects as accepted by the JDA, and must be mentioned in the agreement.

	1.2.5.1	The Contractual Maintenance Period is the period for which the Developer / Contractor shall maintain the executed project beyond the Defect Liability Period.
	1.2.6	“Defects Notification Period” means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause16.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under Sub-Clause16.4 [Extension of Defects Notification Period], calculated from the date on which the Works or Section is completed as certified under Sub-Clause17.2 [Taking Over of the Works and Sections].
	1.2.6.1	Substantial / virtual and final completion: Stages of Completion as defined in sub clause 17.3
	1.2.7	Performance Certificate : means a certificate issued under Clause 17.1
	1.2.8	“Taking-Over Certificate” means a certificate issued under Clause17.2 [Taking Over of the Works and Sections].
	1.2.9	“Tests on Completion” means the tests which are specified in the Contract or BIS/IRC and treated as agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9.1[Test on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
	1.2.10	“Tests after Completion” means the tests (if any) which are specified in the Contract / BIS or IRC and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) is taken over by the Employer / Procuring Entity.
	1.2.11	The Intended Completion Date is the date (clause13.2) on which it is intended that the Developer / Contractor shall complete the Works . The Intended Completion Date is specified in the Bid Data. The Intended Completion Date may be revised only by the Engineer / EIC JDA / Procuring Entity by issuing an extension of time.
	1.2.12	Time for Completion: means the time for completing the Works or a section (as the case may be) under Sub-Clause 13.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 13.4 [Extension of Time for Completion), calculated from Commencement Date.
	1.2.13	Days are calendar Days ; Months are calendar Months.
1.3: Money and Payments	1.3.1	Accepted Contract Amount or rate/sqft of the super built up area : means the amount / rate accepted in the Letter of Acceptance for execution and satisfactory completion of the building and development works as per Contract and remedying of any defects during the Defect Liability period and the Contractual Maintenance period .
	1.3.2	Cost means all expenditure reasonably incurred (or to be incurred) by the Developer / Contractor, whether on or off the Site, including overhead

		profit and similar charges as per policy.
	1.3.3	“Final Payment Certificate” or “Final statement” means the Payment Certificate issued under Sub- Clause 28.3 [Issue of Final Payment Certificate] .
	1.3.4	Final Statement: means the statement defined in Sub-Clause 28.3 [Application for Final Payment Certificate].
	1.3.5	Interim Payment Certificate” means a Payment Certificate issued under Clause 28.6 [Issue of Interim Payment Certificate], at intermediate stages as per page‘schedule of payments’, other than the Final Payment Certificate. All such payment shall be treated as advances against the Final payment.
	1.3.6	Market Rate; Not applicable to this Contract .It shall be the rate as decided for variations by the competent authority on the basis of the Cost of Materials and Labour at the Site where the work is to be executed plus the percentage mentioned in to cover all over heads and profits.
	1.3.7	“Payment Certificate” means a Payment Certificate issued under Clause 26.1 [Contract Price].
	1.3.8	Provisional sums: means a sum (if any) which is specified in the Contract Data as a provisional sum, for the execution of any part of the works or for supply of Plant, Materials or services under sub-clause 21.1[Provisional Sums]. These are also moneys provided in the Contract of the project to pay for unforeseen / un-quantified items to Govt. of Rajasthan agencies or other statutory authorities as the case may be.
	1.3.9	Works : The expression Works or Work shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the Works by virtue of the Contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
	1.3.10	Tender / Bid Value/ Contract / Bid Price or Accepted Contract amount means the value of the entire work as stipulated in the letter of award / acceptance for execution and completion of the works and remedying of any defects up to the end of Defect liability / contractual maintenance period.
1.4: Government/ Department	1.4.1	Government or Government of Rajasthan shall mean the State Government of Rajasthan in the department of Urban Development and Housing / Governor of Rajasthan.
	1.4.2	Department: Means the Jaipur Development Authority (JDA), Jaipur, headed by the Jaipur Development Commissioner, JDA Jaipur..
	1.4.3	Procuring Entity means Jaipur Development Authority (JDA), Jaipur

	1.4.4	Permanent Works means the Permanent (Durable for the design life) Works to be executed by the Developer / Contractor under the Contract.
	1.4.5	Temporary Works are Works designed, constructed, installed, and removed by the Developer / Contractor which are needed for construction or installation of the permanent Works.
	1.4.6	Equipment is the Developer / Contractor's machinery, equipment, tools and vehicles brought temporarily to the Site for constructing the Works.
	1.4.7	Materials are all supplies, including consumables, used by the Developer/Contractor or his personnel, labour / workmen for incorporation in the Works.
	1.4.8	Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic, or chemical or biological function in the execution of works.
	1.4.9	Specification means the Specification of the Works included in the Manual of Standards and Specifications to the Contract, relevant BIS, IRC and any modification or addition made or approved by the Engineer.
	1.4.10	Excepted Risk are risks due to riots (other than those on account of Developer / Contractor's employees) ,war (whether declared or not) ,invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, epidemics and other causes over which the Developer / Contractor has no control and accepted as such by the competent Authority / Procuring Entity Provided that the Developer / Contractor also to show that he has taken all due precautions to avoid / minimise any adverse effect or damage from the above or causes solely due to use or occupation by Government of the part of the Works in respect of which a certificate of completion has been issued or caused solely due to Employer's faulty design of Works.
	1.4.11	Developer/Contractor's documents are the bid (technical and financial) submitted, bills, reports, drawings, designs; letters/communications test results, etc., submitted by the Developer/Contractor to the Procurement Entity / Employer in concern to the Contract for proof checking, review and approval.
	1.4.12	Force Majeure: are conditions or events, natural calamities, earthquakes, floods, epidemics, acts of God, war, hostilities etc., beyond the control of the Developer/Contractor or the Employer and which may adversely affect /damage the works, cause loss of life and property etc.
	1.4.13	Site equipment: are the equipment arranged by the Developer /Contractor at site and used by the Developer/Contractor, EIC , Third Party Quality Inspection Agency and the Employer's team for testing, checking, surveying, vehicles for travel and other equipment used by the EIC, Employer's men on / for the contracted works.
	1.4.14	Variations: are orders issued by the Procurement Authority to vary the work. The variation (increase or decrease) up to mutually agreed by both parties may occur in the number of houses to be constructed.

1.5: Others	1.5.1	‘Laws’ means all national (or State) legislation, statutes, ordinances and other Laws, and regulations and by-Laws of any legally constituted public authority.
	1.5.2	Performance Security ” means the security (or securities, if any deposited online or Bank Guarantee by the Developer / Contractor to the Employer/Procurement Entity to assure the satisfactory completion / execution and removal of defects during the Defect Liability Period and the contractual maintenance period or of works under Clause 5.2.1 [Performance Security] ,Clauses to Contract.
	1.5.3	Site: The Site shall mean land and / or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
	1.5.4	‘Unforeseeable’ means not reasonably foreseeable by an experienced Developer / Contractor by the Base Date.
2.0: Interpretations	2.1.1	<p>Communications :</p> <p>Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be :</p> <ul style="list-style-type: none"> i. in writing and delivered by hand (against receipt) , sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and ii. delivered, sent or transmitted to the address for the recipient’s Communications as stated in the Contract Data. However: <ul style="list-style-type: none"> a) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly and b) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. <p>Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the EIC JDA, a copy shall be sent to the JDC, JDA or the other Party, as the case may be.</p>
Scope and performance	2.1.2	Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine of the Contract.
	2.1.3	Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part there of or be taken into consideration in the interpretation or construction thereof or of the Contract.

BIS, IRC, other specifications and the Manual to be a part of the Contract.	2.1.4	The Developer / Contractor shall be furnished, free of Cost one signed copy of the Contract documents except the BIS, IRC standard Specifications, Schedule of Rates and such other printed and published documents, together with all Drawings as may be forming part of the Tender / Bid papers. None of these documents shall be used for any purpose other than that of this Contract. The Manual of Standards and Specifications provided shall be treated as a part of the contract.
Works to be carried out	2.1.5	The works to be carried out under the Contract shall, except as otherwise provided in these conditions, include all Labour, Materials, tools, Plants , equipment, testing / quality assurance and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Specifications shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the work as afore said in accordance with good industry practice and recognized principles. The works are to be executed to the entire satisfaction of the Procuring Entity/ JDA
Sufficiency of Tender/Bid	2.1.6	The Developer / Contractor shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities /financial Bid, which rates and prices shall, except as otherwise provided, shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and removal of defects and maintenance of the Works during the defect liability and the maintenance period .
Discrepancies and adjustment of errors.	2.1.7	The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
	2.1.8	In the case of discrepancy between the Schedule Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed: <ul style="list-style-type: none"> • Description of the items in standard BIS or IRC specifications. • Particular Specification and Special Condition, if any • Drawings / Designs • IRC / MORT&H Specification • Indian Standard Specifications or the B.I.S • Manual of standards and specifications as provided.
	2.1.9	If there are varying or conflicting provisions made in any one document forming part of the Contract ,the Executive Committee, JDA shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Developer / Contractor.
	2.1.10	Any error in description, quantity or rate in Schedule of Quantities or any omission therefore shall not vitiate the Contract or release the Developer / Contractor from the execution of the whole or part of the

		Works comprised therein according to Drawings and Specifications or form any or his obligations under the Contract.
Signing of the Contract	2.1.11	The successful Bidder / Developer / Contractor, after submitting the performance guarantee i.e. within 30 Days of receipt of Notification of Award shall attend the office of the Additional Chief Engineer-III, JDA / Procurement Entity / Engineer-in-charge for authentication ,signing and completion of the Developer / Contractor document and execute the Contract agreement consisting of: The notice inviting Bid, all the documents of the bid including Drawings ,if any, forming the Bid as issued at the time of invitation or Tender /bid and acceptance thereof together with any correspondence leading there to.
Personnel	2.1.12	The Developer / Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to carry out the function stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.
	2.1.13	If the Engineer-in-Charge instructs the Developer/Contractor to remove a person who is a member of the Developer/Contractor's staff or his work force stating reasons, the Developer/Contractor shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.
Developer /Contractor's Risks.	2.1.14	All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Developer/Contractor.
Insurance	2.1.15	The Developer/Contractor shall provide, in the joint names of the Employer and the Developer/Contractor, insurance cover from the start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Developer/Contractor's risks: a)loss of or damage to the Works, Plant and Materials; b)loss of or damage to Equipment; c)loss of or damage of property (except the Works, Plant, Materials and Equipment)in connection with the Contract; and d)Personal injury or death to the labour engaged on the contract, and any other third party.
	2.1.17	Policy and certificates for insurance shall be delivered by the Developer/Contractor to the Procurement Entity / Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
	2.1.18	If the Developer/Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Developer/Contractor should have provided and recover, with 15% agency charges, the premiums the Employer has paid from payments otherwise

		due to the Developer/Contractor or, if no payment is due, the payment of the premiums shall be a debt due. Insurance shall be in the joint name of the Employer and the contractor / Developer.
	2.1.19	Alterations to the terms of insurance shall not be made without the approval of the Procurement Entity/Engineer. Both parties shall comply with any conditions of the insurance policies.
Possession of / Access to site	2.1.20	i) The Employer shall give possession of at least 60% of the Site to the Developer/Contractor. If such possession is not given by the date stated in the Bid Data the Employer is deemed to have delayed the start of the relevant activities and this will be brought to the knowledge of the JDC, JDA.
		ii) The Developer/Contractor shall allow the EIC JDA and any person authorized by the EIC access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being manufactured/fabricated/ assembled for the Works.
		iii) The right and possession may not be exclusive to the Developer/Contractor. If, under the Contract, the Employer is required to give (to the other Developer/Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.
		iv) If the Developer/Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give 60% possession of site within such time, the Developer/Contractor shall give notice to the Engineer and shall be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to Seek an extension of time for any such delay, if completion is or will be delayed.
		v) After receiving this notice, the EIC shall proceed to agree or determine these matters. vi) However, if and to the extent that the Procurement Entity's failure was caused by any error or delay by the Developer/Contractor, including an error in, or delay in the submission of, any of the Developer/Contractor's Documents, the Developer/Contractor shall not be entitled to such extension of time.
Contract Agreement	2.1.21	The Parties shall enter into a Contract Agreement within 15 Days after the Developer/Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Developer/Contractor.
Developer /Contractor's documents	2.1.21.1	The Developer / Contractor shall submit the following documents for approval to the EIC JDA within 30 days of the issue of letter of acceptance of Bid:

		<p>i) Soil Bearing Capacity testing along with soil characteristics.</p> <p>ii) Layout plan of blocks and internal development.</p> <p>iii) Inter transportability of levels with the main urban service /road networks.</p> <p>iv) Design of foundations with respect to the adopted safe bearing capacity.</p> <p>v) Structural design of the buildings and other structures.</p> <p>vi) Proposed sources/ samples of construction materials (and water) along with supporting test results and samples.</p> <p>vii) Proposed location of tube well, GWR ,SR, septic tanks, soakage pits, rainwater harvesting, DP, etc.</p> <p>viii) Detailed working drawings structural, buildings, flats, blocks, roads & junctions, drainage, sanitary disposal, water/power supply, joinery, flooring, fire detection, alarm and fighting, rain water harvesting, Quality Assurance Plan, shuttering and scaffolding plans, construction site safety plans, Insurances, documents for compliance to labour laws, EIA, and its mitigation and monitoring. SIA and R&R proposals, etc. and specifications, to be provided after the approval to designs and drawings submitted above.</p> <p>ix) Estimated quantities of the designed sections for checking during execution.</p> <p>x) BIS, IRC and other codes to be used on the works.</p> <p>xi) Manuals of operation of testing equipment.</p> <p>xii) Other documents as required shall be requested by the EIC JDA.</p>
Delays in issuing Drawings or instructions.	2.1.22	<p>The Developer/Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted or if any necessary approval or instruction due to be issued by the procurement Entity is not issued to the Developer/Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary approval or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late. If the Developer/Contractor suffers delay for any approval or instruction within a time which is reasonable and is specified in the notice with supporting details, the Developer/Contractor shall give a further notice to the Engineer and shall be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to:</p> <ul style="list-style-type: none"> An extension of time for any such delay, if completion is or will delayed <p>After receiving this further notice, the EIC JDA shall proceed to agree or determine these matters.</p> <p>a) However, if and to the extent that the EIC JDA's failure was caused by any error or delay by the Developer/Contractor, including an error in, or delay in the submission of, any of the Developer/Contractor's Documents, the Developer/Contractor shall not be entitled to such extension of time.</p> <p>b) However, if and to the extent that the Contractor's failure was caused by any error or delay by the EIC JDA, including an error in, or delay in the submission of, any of the Contract Documents, the Developer/Contractor shall immediately issue due notice to the Procuring Entity for urgent attention.</p>

	2.1.22.1	<p>Since it is a EPC contract, all designs and detailed working drawings are to be submitted by the developer /Contractor and these are to be approved by the JDA. Incase these are delayed by the Contractor/ developer, the delay will be to his account.</p> <p>In case the drawings so submitted by the contractor/developer are inadequate or incomplete/incorrect requiring more time for detailing, this delay shall also be counted to the Contractor/ Developer's account.</p> <p>Any executions/constructions executed with incorrect or inadequate drawings, designs or specifications shall be treated as contractor's fault and shall have to be dismantled and redone at contractor's cost. The consequent delays shall be attributable to the contractor/developer.</p>
Employer's use of Developer/ Contractors documents	2.1.23	<p>As between the Parties, the Developer/Contractor shall retain the copyright and other intellectual property rights in the Developer/Contractor's Documents and other design documents made by (or on behalf of) the Developer/Contractor. The Developer/Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non- exclusive royalty-free license to copy, use and communicate the Developer/Contractor's Documents for appropriate use ,including making and using modifications of them. This license shall:</p> <ul style="list-style-type: none"> • apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works, • entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Developer/Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Developer/Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Developer/Contractor. • The Developer/Contractor's Documents and other design documents made by (or on behalf of) the Developer/Contractor shall not, without the Developer/Contractor's consent, be used, copied or communicated to a third Party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause. • The Developer / Contractor shall get the as built drawings prepared and checked by the EIC JDA and Engineer of the ULB and to be handed over along with the inventory on buildings and internal development works to the Employer/procuring Entity in 6 hard and two soft copies.
Proof checking of Designs and drawings	2.1.23.1	<ul style="list-style-type: none"> • All Contractor/Developer's designs, drawings shall be got proof checked by the M N I T / IIT by Developer
Developer/ Contractor's use of Employer's	2.1.24	<p>As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Developer/Contractor may, at his Cost, copy, use, and obtain</p>

Documents		communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third Party by the Developer/Contractor, except as necessary for the purposes of the Contract.
Care and Supply of documents	2.1.25	<p>The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and 6 hard copies (and 2 soft copies) of each Design, Drawing shall be provided by the Developer/Contractor, out of which two copies shall be approved and marked fit for construction to the Developer/Contractor. Out of the four copies with the Employer, one each will be provided to EIC JDA, Independent Engineer, one shall be attached to the signed Contract and one kept as back up.</p> <p>Each of the Developer/Contractor's Documents shall be in the custody and care of the Developer/Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Developer/Contractor shall supply to the Engineer six copies of each of the Developer/Contractor's Documents except the codes etc. to be provided in one copy only.</p> <p>The Developer/Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, original BIS / IRC codes, MSS and the Developer/Contractor's Documents (if any), the plans of land, documents, Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.</p> <p>If a Party becomes aware of an error or Defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or Defect. The Contractor/developer shall promptly remedy the defect.</p>
Confidential Details	2.1.26	The Developer/Contractor's and the Employer's Personnel shall not disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contractor to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Developer/Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
Compliance With Laws	2.1.27	<p>The Developer/Contractor shall, in performing the Contract, comply with applicable Laws of India, like Apprenticeship Act, 1961, Developer/Contractor's Labour Regulations, Minimum Wages Act, Workmen's Compensation Act, Safety Code, etc. Unless otherwise stated in the clauses to Contract:</p> <p>The Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Developer/Contractor. Harmless against and from the consequences of</p>

		<p>any failure to do so; and the Developer/Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any Defects; and the Developer/Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Developer/Contractor is impeded to accomplish these actions and shows evidence of its diligence.</p> <p>The language for communications shall be (English) that is stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract (English).</p>
Clauses to Contract	3	
Commencement /Start Date	3.1	<p>It is the Date on which the physical execution of work actually commences at the site by the Developer/Contractor. It should be recorded by the EIC JDA along with the stipulated date of commencement as per Contract, duly acknowledged by the Developer /Contractor. It is to appear on all bills for payment. The Developer/Contractor shall commence the Works as soon as is reasonably possible after signing of the Contract, submission of the Performance Guarantee, taking over of 60% of the site, receipt by him of 60 day's notice (to proceed with the works) to this effect from the EIC JDA This notice shall be issued within 7 days of the date of the issue of Letter of Acceptance. Thereafter, the Developer/Contractor shall proceed with the Works with due expedition, professionalism and without delay.</p>
Employer's personnel to get free access to site	3.1.1	<p>The Developer/Contractor shall allow the Employer, EIC, Third Party Quality Inspection Agency, JDA EIC and any person authorised by the EIC, JDA access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being manufactured/ fabricated/assembled for the Works. The site (minimum of 60%) for execution of the work will be made available within 30 days of the signing of the Contract. In case it is not possible for the department to make the entire site available on the award of the work, the Developer/Contractor shall arrange his working programme accordingly. No claim, what so ever, for not giving the site in full on award of the work or forgiving the site gradually in parts will be tenable. The Developer/Contractor may satisfy himself regarding site, acquisition of land, approach roads etc.</p>
Permits, Licenses & Approvals	3.2.1	<p>The Employer shall provide, at the request of the Developer/Contractor, such reasonable assistances to allow the Developer/Contractor to obtain properly:</p> <p>i. any permits, licenses or statutory or other approvals required which the Developer/Contractor is required to obtain.</p>
Employer's Personnel	3.3	<p>The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other Developer/Contractors on the Site. Co-operate with the Developer/Contractor's efforts under Clause 5.7.1[Co-operation], and take actions similar to those which the Developer/Contractor is required to take under Clause 5.8.1[Safety Procedures] and under Sub-Clause 5.18 [Protection of the Environment].</p>

Employer's Claims	3.4	<p>If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the EIC JDA shall give notice and particulars to the Developer/Contractor. However, notice is not required for payments due under Clause 5.19[Electricity, Water and Gas], or for other services requested by the Developer/Contractor.</p> <p>The notice shall be given as soon as practicable and no longer than 28 Days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.</p> <p>The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The JDA EIC shall then proceed in accordance with Clause 4.5 [Determinations] to agree or determine the amount (if any) which the Employer is entitled to be paid by the Developer/Contractor, and/or the extension (if any) of the Defects Notification Period in accordance with Clause 16.4 [Extension of Defects Notification Period].</p> <p>This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Developer/Contractor, in accordance with this Sub-Clause.</p>
Resident Manager JDA: Duties and Responsibilities	4.1.1	<p>The Employer shall appoint the EIC JDA who shall carry out the duties assigned to him in the Contract. The EIC JDA's staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.</p> <p>The EIC JDA shall have no authority to amend the Contract. He may exercise the authority attributable to him as specified in or necessarily to be implied from the Contract. If the EIC JDA is required to obtain the approval of the DIRECTOR (ENGG-I) JDA/r before exercising any specified authority not mandated to him, the requirements shall be as stated in the Contract Data. The DIRECTOR (ENGG-I) JDA/Employer shall promptly inform the Developer/Contractor of any change to the authority attributed to the EIC JDA</p> <p>However, whenever the EIC JDA exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval. Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> i. whenever carrying out duties or exercising authority, specified in or implied by the Contract, the JDA EIC shall be deemed to act for the DIRECTOR (ENGG-I), JDA / Employer; ii. the JDA EIC has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

		<p>iii. any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the EIC JDA (including absence of disapproval) shall not relieve the Developer/Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.</p> <p>Any act by the EIC JDA in response to a Developer/Contractor's request except otherwise expressly specified shall be notified in writing to the Developer/Contractor within 28 Days of receipt.</p> <p>The following provisions shall apply:</p> <p>The EIC JDA shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <ul style="list-style-type: none"> i. Clause 5.12 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and, ii. Clause 19.1 [Right to Vary]: Instructing a Variation, except; iii. in an emergency situation as determined by the EIC JDA, or iv. <p>Approving a proposal for Variation in period of completion submitted by the Developer/Contractor in accordance with Clause 19.1 [Right to Vary] or Clause 20.1 [Value Engineering]. No variation in the value of the Contract shall be requested by the Contractor or considered for approval, except if the variation economizes the value of the Contract without compromising the structural safety or durability of the structure.</p> <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the EIC JDA, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Developer/Contractor of any of his duties and responsibility under the Contract, may instruct the Developer/Contractor to execute all such work or to do all such things as may, in the opinion of the EIC JDA, be necessary to abate or reduce the risk. The Developer/Contractor shall forth with comply, despite the absence of approval of the Employer, with any such instruction of the EIC JDA. The EIC JDA shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 19.1 [Right to vary] and shall notify the Developer/Contractor accordingly, with a copy to the employer.</p>
Delegation by JDA	4.2.1	<p>The EIC JDA may from time to time assign duties and delegate authority to Assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.</p> <p>However, unless otherwise agreed by both Parties, the EIC JDA</p>

		<p>shall not delegate the authority to determine any matter in accordance with Sub-Clause 4.5 [Determinations]</p> <p>Assistants shall be suitably qualified Engineers, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communication</p> <p>Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Developer/Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the EIC, JDA. However:</p> <ul style="list-style-type: none"> i. any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the EIC JDA to reject the work, Plant or Materials; ii. if the Developer/Contractor questions any determination or instruction of an assistant, the Developer/Contractor may refer the matter to the EIC JDA, who shall promptly confirm, reverse or vary the determination or instruction.
Instruction of the JDA EIC	4.3	<p>The EIC JDA may issue to the Developer/Contractor (at any time) instructions and additional or modified approval to the designs /Drawings which may be necessary for the execution of the Works and the remedying of any Defects, all in accordance with the Contract. The Developer/Contractor shall only take instructions from the EIC JDA, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 19.1 [Right to Vary] shall apply.</p> <p>The Developer/Contractor shall comply with the instructions given by the EIC JDA or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the EIC JDA or a delegated assistant:</p> <ul style="list-style-type: none"> i. gives an oral instruction, ii. receives a written confirmation of the instruction, from (or on behalf of) the Developer/Contractor, within two working Days after giving the instruction, and iii. does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the EIC JDA or delegate assistant (as the case may be).
Replacement of JDA EIC	4.4.1	<p>If the Employer intends to replace the EIC JDA, the Employer shall inform the Developer/Contractor within 21 Days of such replacement, with the name and contact details of the intended replacement for EIC JDA.</p>
Record of notices,	4.4.2	<p>Regular and continuous date wise record of all notices issued to and received from the contractor and action taken in response, instructions given to him etc. shall be maintained. Similarly,</p>

instructions and delegations		delegation by the EIC to his assistants along with the dates and periods and instructions given by them to Contractor shall be maintained.
Determinations	4.5	<p>Whenever these Conditions provide that the EIC JDA shall proceed in accordance with this Clause 4.5 to agree or determine any matter between the Developer/Contractor and the nominated sub-developer/Contractor, he shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the EIC JDA shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.</p> <p>The EIC JDA shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 Days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 55.1 [Claims, Disputes Resolution].</p>
Record of determinations	4.5.1	A monthly record of claims, disputes and their resolution at the JDA shall be maintained by the EIC JDA. Claims and issues that cannot be resolved at this level and likely to be submitted to the resolution mechanism at Appendix B shall be identified and separately recorded. This record shall be presented at appropriate occasion.
Minutes of Meeting	4.6	A monthly coordination cum review meeting shall be held on the second Tuesday of the month. The EIC JDA may require the Developer/Contractor, Contractor's representative, EIC, the third party quality inspection agency the Sub-contractor to attend the review meeting during execution of work. The EIC JDA shall record the minutes of the meeting and provide a copy to the Developer/Contractor, and the third party quality assurance agency for compliance. These minutes will be a part of evidence in case of request for extension of time or impunities action against the Developer/Contractor. The updated construction programme on MS Project shall also be reviewed in this meeting. In case the minutes are not issued within 7 days of the date of the meeting, the contractor or his representative shall issue the record note of discussion of the meeting to the EIC, JDA, Sub-contractor, i.e. and the QIA (Third party agency) for confirmation. The DIRECTOR (ENGG-I) JDA shall be apprised on such meetings and decisions due at his level shall be flagged.
Developer/Contractor	5.0	
General Obligations	5.1.1	<p>The Developer/Contractor shall carry out surveys, geotech-investigations and design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the EIC JDA's instructions, and shall remedy any Defects in the Works. The Developer/Contractor shall provide the Plant and Developer/Contractor's Documents specified in the Contract, and all Developer/Contractor's Personnel, Works, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of Defects.</p> <p>The Developer/Contractor shall be responsible for the adequacy,</p>

		<p>stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Developer/Contractor shall be responsible for all Developer/Contractor's Documents (Clause 2.1.21.1), Permanent or Temporary Works, and such specifications and design of each item of permanent works, Plant and Materials as is required for the item to be executed in accordance with the Contract. He shall also be responsible for the durability of all the permanent works.</p> <p>The Developer/Contractor shall, whenever required by the EIC, JDA, to submit details of the arrangements and methods which the Developer/Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the EIC JDA.</p> <p>Since the Contract specifies that the Developer/Contractor shall design through an experienced graduate structural engineer all parts of the Permanent Works, then unless otherwise stated:</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall submit to the EIC JDA the Developer/Contractor's Documents for this part in accordance with the procedures specified in the Contract. ii. the Developer/Contractor's Documents shall be in accordance with the Specification and Drawings, and shall be written in the language (English) as per Bid Data, General Conditions of Contract, and shall include additional information required by the EIC JDA to add to the Drawings for co-ordination of each Party's designs; iii. the Developer/Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract ; and iv) prior to the commencement of the Tests on Completion, the Developer/Contractor shall submit to the EIC JDA , the "as-built" documents and drawings, operation and maintenance manuals in accordance with the Specification and insufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 46.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the EIC JDA . v. The liability, if any, on account of quarry fees, taxes, royalties, octroi etc. and any other taxes and duties in respect of materials actually consumed on public work shall be entirely borne by the Developer/Contractor. vi. The cost of installation and maintenance of all potable water connections necessary for the execution of work and other potable uses at the project and the cost of water consumed and hire charges of meters and the cost of installation and maintenance of electricity lines/ circuits and for the power consumed in connection with the execution of work shall be paid by the Developer/Contractor except where otherwise specifically indicated.
Developer / Contractor's	5.1.2	Developer/Contractor shall appoint this authorised representative, preferably the Project Manager under a written communication to

representative.		<p>the EIC JDA and shall give him all authority necessary to act on the Developer/Contractor's behalf under the Contract.</p> <p>Unless the Developer/Contractor's Representative is named in the Contract, the Developer/Contractor shall, prior to the Commencement Date, submit to the EIC JDA's consent the name and particulars of the person the Developer/Contractor proposes to appoint as Developer/Contractor's Representative. If consent is withheld or subsequently revoked in terms of Clause 7.6 [Developer/Contractor's Personnel], or if the appointed person fails to act properly as Developer/Contractor's Representative, the Developer/Contractor shall similarly submit the name and particulars of another suitable person for such appointment.</p> <p>The Developer/Contractor shall not, without the prior consent of the EIC JDA, revoke the appointment of the Developer/Contractor's Representative or appoint a replacement. The whole time of the Developer/Contractor's Representative shall be given to directing the Developer/Contractor's performance of the Contract. If the Developer/Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed by the representative, subject to the EIC JDA's prior consent, and the EIC JDA shall be notified accordingly. The Developer/Contractor's Representative shall, on behalf of the Developer/Contractor, receive instructions under Clause 4.3 [Instructions of the EIC JDA].</p> <p>The Developer/Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the EIC JDA has received prior notice signed by the Developer/Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Developer/Contractor's Representative shall be fluent in the language (English) for communications defined in General Conditions of Contract. If the Developer/Contractor's Representative's delegate is not fluent in the said language, the Developer/Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the EIC JDA.</p>
Sub-Contracting	5.1.3	<p>The Developer/Contractor shall not sub contract more than 50% the whole of the Works. The Developer/Contractor shall be responsible for the acts or defaults of any Sub-Developer/Sub-Contractor, his agents or employees, as if they were the acts or defaults of the Developer/Contractor. Unless otherwise stated:</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall not be required to obtain consent for suppliers solely of Materials, or to a sub contract for which the Sub-Developer/Contractor is named in the Contract. ii. the prior consent of the JDA EIC shall be obtained to other proposed Sub-Developer/Sub-Contractors; iii. the Developer/Contractor shall give the EIC JDA not less than 28 Days' notice of the intended date of the commencement of each Sub-Developer/Contractor's work, and of the commencement of such work on the Site; and each sub contract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Clause 5.6.1 [Assignment of Benefit]

		<p>of Subcontract] (if or when applicable) or in the event of termination under Clause 35.1 [Termination by JDA, or Govt. of Rajasthan].</p> <p>The Developer/Contractor shall ensure that the requirements imposed on the Developer/Contractor as defined in the General Conditions of Contract Section [Confidential Details] apply equally to each Sub-Developer/Contractor.</p>
Performance Security	5.2.1	<p>The performance security shall be 1% of the total project cost. It shall be payable online or in the form of a Bank Guarantee from a scheduled bank valid from the date of signing the contract to 60 days after the expiry of the</p> <p>‘Defect Liability Period’ for the Contract. Such BG shall be confirmed by <u>EIC JDA directly from the issuing bank.</u></p>
	5.2.2	<p>The Developer/Contractor shall ensure that the Performance Security is valid and enforceable until the Developer/Contractor has executed and completed the Works and remedied any Defects. If the terms of the Performance Security specify its expiry date, and the Developer/Contractor has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date, the Developer/Contractor shall extend the validity of the Performance Security until the Works have been completed and any Defects have been remedied.</p>
	5.2.3	<p>The Performance Guarantee shall be initially valid up to 60 Days beyond the completion of the Defect liability period.</p>
	5.2.4	<p>The EIC JDA shall not make a claim under the Performance guarantee except for amounts to which the Employer is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of:</p> <p>Failure by the Developer/Contractor to extend the validity of the Performance Guarantee as described here in above, in which event the EIC JDA may claim the full amount of the performance guarantee Failure by the Developer/Contract or to pay the Governor of Rajasthan any amount due, either as agreed by the Developer/Contractor or determined under any of the Clauses/conditions of the agreement, within 30 Days of the service of notice to this effect by JDA EIC. Failure by the Developer/Contractor to rectify any Defects as defined in the Defect liability Clause in the Contract Data to the satisfaction of the EIC JDA .</p>
	5.2.5	<p>The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Developer/Contractor harmless against and formal damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.</p>
	5.2.6	<p>The Employer shall return the Performance Security to the Developer/Contractor as below after completion of all obligations under the contract.</p>
	5.2.7	<p>The Performance Security shall be refunded after the expiry of the period as prescribed below:</p>

		<p>In this case of EPC contract, 25% of the amount of Performance Security/Security Deposit will be refunded during the defect liability period (past half the period) and the balance of the Performance Security/Security Deposit amount 60 days after the expiry of the defect liability period & maintenance period provided that the works have performed well and the developer/Contractor has attended to all the defects known to or notified to him during the defect liability period.</p> <p>Without limitation to the provisions of the rest of this Sub-Clause, whenever the EIC JDA determines an addition or a reduction to the Contract Price as a result of a change in scope, or as a result of a Variation amounting to more than 5 (five) percent of the portion of the Contract Price, the Developer/Contractor shall at the EIC JDA's request promptly increase, or may decrease, as the case may be, the value of the Performance Security by an equal percentage.</p>
	5.2.8	In the event of the Contract being determined or rescinded under provisions of any of the Clause/condition of the agreement, the performance guarantee and the security deposit shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
Nominated Sub Developer/sub -Contractor	5.4.1	<p>(i) A nominated Sub-Developer / Sub-Contractor is one who is proposed in the bid itself for specific /specialized items of work like precast RCC, Pre-Engineered steel fabricator, roads, providing power / telecom line lines, providing sanitary and water supply systems etc. for the Developer /Contractor.</p>
		<p>(ii) The capability of such Sub-Developer /Sub-Contractor on turn overs, experience, personnel, equipment etc. are submitted along with the bid. These are considered and approved by the Employer along with the approval of the bid.</p> <p>(iii) Such Sub-Developer / Sub-Contractors can access the EIC JDA, for instructions within the knowledge of the Developer /Contractor, their grievances will be addressed by the EIC JDA, for payments etc. due from the Developer/Contractor.</p> <p>(iv) Nomination of Sub-Developer/Sub-Contractor can be applied during the execution of the Project also to the EIC JDA and such nomination shall be approved by the DIRECTOR (ENGG-I) JDA on the strength of his capabilities as above (i)</p> <p>They will serve the defect liability period for the project and can be accessed by the EIC JDA within the knowledge of the Developer/Contractor.</p>
Objection to Nomination	5.5.1	The Developer/Contractor shall not be under any obligation to employ a nominated Sub-Developer/Contractor against whom the Developer/Sub-Contractor raises reasonable objection by notice to the EIC JDA as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Developer/Contractor against and from the consequences of the matter:

		<p>i. there are reasons to believe that the Sub-Developer/Sub-Contractor does not have sufficient competence, resources or financial strength;</p> <p>ii. the nominated Sub-Developer/Contractor does not accept to indemnify the Developer/Contractor against and from any negligence or misuse of Works by the nominated Sub-Developer/Contractor, his agents and employees; or</p> <p>iii. the nominated Sub-Developer/Contractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Sub-Developer/Contractor shall :</p> <p>i. undertake to the Developer/Contractor such obligations and liabilities as will enable the Developer/Contractor to discharge his obligations and liabilities under the Contract,</p> <p>v. indemnify the Developer/Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Sub-Developer/Contractor to perform these obligations or to fulfill these liabilities, and to be paid only if and when the Developer/Contractor has received from the Procurement Entity payments for sums due under the Subcontract referred to under Clause 5.5.3 [Payment to nominated Sub-Developer/Contractors].</p>
Evidence of Payments to nominated Sub-Developer /Sub-Contractor	5.5.2	<p>Before issuing a Payment Certificate which includes an amount payable to a nominated Sub-Developer/Contractor, the EIC JDA may request the Developer/Contractor to supply reasonable evidence that the nominated Sub-Developer/Sub-Contractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Developer/Contractor:</p> <p>i. submits this reasonable evidence to the JDA EIC, or</p> <p>ii. (a) satisfies the JDA EIC in writing that the Developer/Contractor is reasonably entitled to withhold or refuse to pay these amounts, and</p> <p>(b) submits to the EIC JDA reasonable evidence that the nominated Sub-Developer/Contractor has been notified of the Developer/Contractor's entitlement,</p> <p>then the Procurement Entity may (at his sole discretion) pay, direct to the nominated Sub-Developer/Contractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Sub-Developer/Contractor and for which the Developer/Contractor has failed to submit the evidence described in sub-paragraphs (i) or (ii) above.</p> <p>The EIC JDA shall debit to the Developer/Contractor, the amount which the nominated Sub- Developer/Sub-Contractor was directly paid by the Procuring Entity.</p>

Payments to Sub-Developer/Sub-Contractor	5.5.3	The Developer/Contractor shall pay to the nominated Sub-Developer/Contractor the amounts shown on the nominated Sub-Developer/Contractor's invoices approved by the Developer/Contractor which the EIC certifies to be due in accordance with the subcontract. These payments shall be duly evidenced by the Sub-Developer/Sub-Contractor on such invoices.
Assignment of Benefit of Sub Contract	5.6.1	If a Sub-Developer/Sub-Contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the EIC JDA, prior to this date, instructs the Developer/Contractor to assign the benefit of such obligations to the Employer, then the Developer/Contractor shall do so. Unless otherwise stated in the assignment, the Developer/Contractor shall have no liability to the Employer for the work carried out by the Sub-Developer/Contractor after the assignment takes effect.
Co-Operation	5.7.1	<p>The Developer/Contractor shall, as specified in the Contractor as instructed by the EIC JDA, allow appropriate opportunities for carrying out work/ inspection or testing to:</p> <ul style="list-style-type: none"> i) the Employer's Personnel, ii) The third party Quality Inspection Agency, iii) any other Developer/Contractors employed by the Employer, and iv) the personnel of any legally constituted public authorities, <p>Who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Developer/Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Developer/Contractors may include the use of Developer/Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Developer/Contractor.</p> <p>If, under the Contract, the Employer is required to give to the Developer/Contractor possession of any foundation, structure, plant or means of access in accordance with Developer/Contractor's Documents, the Developer/Contractor shall submit such documents to the EIC, JDA ,in time.</p>
Safety Procedures	5.8.1	<p>Developer/Contractor shall nominate the Deputy Team leader as the Project safety Engineer, who shall :</p> <ul style="list-style-type: none"> i. comply with all applicable safety regulations, with use of helmets, belts , chain and hooks, shoes, gloves for workers and supervisory staff, safety gloves and mats to the Electrical staff and assign the safety on works to an Engineer. ii. Take care for the safety of all persons entitled to be on the Site, for work or visits. iii use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, provide illumination and firefighting facilities at the site. iv. provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 46.1 and v. provide any Temporary Works (including roadways, footways, guards

		<p>and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.</p> <p>In addition to the provisions of this Contract, the Developer/Contractor shall also follow the safety code of the IRC.</p>
Quality Control	5.9	<p>Since it is an Engineering, Procurement and Construction (EPC) Contract, the Government shall have the right to exercise three tier Quality Control measures) by the Contractor's engineers in the field laboratory set up by the Contractor at his cost containing the equipment as at page 55& 56, ii) by the EIC JDA and his assistants in the field lab and by the third party quality assurance inspections by Quality Council of India (GoI body) approved or accredited firms every 15 days as per ISO 17020. Acceptance or rejection of work shall be complete with the Third Party Quality inspections. The Developer/Contractor shall provide all assistance to conduct such inspections/control. The Work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the Developer/Contractor until the work has been delivered to the Employer through EIC JDA and a certificate from him to the effect has been obtained.</p> <ul style="list-style-type: none"> a) The Contractor's Engineers shall conduct all specified pre-input and post output tests as per frequencies specified in the BIS/IRC or departmental codes. Items on which tests fail shall be brought to the knowledge of the EIC JDA and the work got redone with due acknowledgement by the EIC JDA. b) Similarly, the EIC JDA and his Engineers shall conduct 50% of the specified No. of tests and items of work on which the tests fail shall be undergone confirmatory tests by the Contractor's Engineers and if the confirmatory tests also fail, the work shall be redone. c) The Third Party Quality Assurance Agency inspecting works as per ISO 17020, shall conduct 10% of the specified tests in the presence of the Contractor's and the EIC JDA Engineers and if the tests fail, confirmatory tests shall be conducted and on their failure the work shall be got redone. The Contractor's and the EIC JDA's engineers shall sign the result sheets of the tests conducted at this stage. d) The developer/Contractor's Engineer shall strictly follow the quality assurance requirements as specified in the codes and shall consult EIC JDA and or the Third Party QA Agency for guidance that may be required. e) No items of work shall be accepted with part/reduced rates.
Quality Assurance. Proof	5.9.1	<p>Since the project involves the safety of the users, the designs and drawings submitted by the Bidder for execution shall be prepared by an experienced graduate architect and the structural designs by an experienced graduate/post graduate Structural Engineer, subsoil investigations by a</p>

checking of designs and drawings.		<p>qualified materials engineer to the satisfaction of the DIRECTOR (ENGG-I) JDA.,.</p> <p>All these shall be got proof checked by competent Engineers, Engineering firms/companies, MNIT Jaipur, Engg. Faculty of the University of Jodhpur, any IIT etc. in respect of the lowest successful bidder. The execution shall proceed only after such proof checked drawings and designs are submitted and approved by the EIC JDA.</p>
Quality assurance system.	5.9.2	<p>The Developer/Contractor shall prepare a quality assurance plan and institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The systems shall be in accordance with the details stated in the IRC code for safety on work sites. The JDA EIC shall be entitled to audit any aspect of the system.</p> <p>Details of all procedures and compliance documents shall be submitted to the EIC JDA for information before each design and execution stage is commenced. Whenever any document of a technical nature is issued to the EIC JDA, evidence of the prior approval by the Engineers / Designers of Developer/Contractor and of himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Developer/Contractor of any of his duties, obligations or responsibilities under the Contract.</p>
Site Data	5.10.1	<p>The Employer shall have made available to the Developer/Contractor for his information, prior to the Date of commencement, all relevant data in the Employer's possession. The Employer shall similarly make available to the Developer/Contractor all such data which come into the Employer's possession after the Date of commencement. The Developer/Contractor shall be responsible for interpreting, conformation/verification and adoption of all such data.</p>
		<p>To the extent which was practicable (taking account of Cost and time), the Developer/Contractor himself shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the bid or Works. To the same extent, the Developer/Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the bid as to all relevant matters, including (without limitation):</p> <ul style="list-style-type: none"> i .the form and nature of the Site, including sub-surface conditions, ii. the hydrological and climatic conditions, iii. the extent and nature of the work and Works necessary for the execution and completion of the Works and the remedying of any Defects, iv. the Laws, procedures and labour practices of the Country, and v. the Developer/Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services

Sufficiency of the Contracted Amount	5.11	<p>The Developer/Contractor shall be deemed to:</p> <ul style="list-style-type: none"> i. have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount/ rate, and ii. have based the Accepted Contract Amount/ rate on the data, interpretations, necessary information, inspections, testing, examinations and satisfaction as to all relevant matters referred to in Clause 5.10.1 [Site Data]. <p>Unless otherwise stated in the Contract, the Accepted Contract Amount/ rate covers all the Developer/Contractor's obligations and contingencies under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.</p>
Unforeseeable Physical Conditions	5.12	<p>These do not apply in such an EPC contract as all investigations are also assigned to the developer/Contractor. He is required to examine all conditions unforeseeable or otherwise and include their impact in the rates bid by him. No time period or cost can be attributed to any of these adverse conditions.</p> <p>However, if the conditions at site are found adverse for construction like underground streams of water, gas, the remains of some old civilization or any other findings of historical value, the Contractor shall immediately inform the EIC JDA and the DIRECTOR (ENGG-I) JDA, who shall take an immediate action to resolve the issue. Any time spent in such resolution shall be treated & granted as an extension of time beyond the control of the Contractor.</p>
Rights of Way and Facilities	5.13	<p>The Developer/Contractor is to ascertain (before bidding) and be satisfied with the access/right of way to the site. He will acquire the additional Right of way as required at his own cost. He will not even be granted any extension of time on this account.</p>
Avoidance of Interference	5.14	<p>The Developer/Contractor shall not interfere unnecessarily or improperly with:</p> <ul style="list-style-type: none"> i. the convenience of the public, or ii. the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others. <p>The Developer/Contractor shall indemnify and hold the Employer harmless against and from damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.</p>
Access Routes	5.15	<p>The Developer/Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site before bidding. The Developer/Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Developer/Contractor's traffic or by the Developer/Contractor's Personnel. Damages caused to such structures by the Developer/Contractor's traffic or personnel shall be repaired, restored by the Developer/Contractor at his cost. These efforts shall include the proper use of appropriate vehicles and routes.</p>

		<p>Except as otherwise stated in these Conditions:</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes; ii. the Developer/Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions; iii. the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route; iv. the Employer does not guarantee the suitability or availability of particular access routes; and v. Costs due to non-suitability or non-availability, for the use required by the Developer/Contractor, of access routes shall be borne by the Developer/Contractor.
Transport of Plant /Equipment	5.16	<p>Unless otherwise Stated:-</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall give the JDA EIC not less than 21 Days' notice of the date on which any Plant or a major item of other Works will be delivered to the Site; ii. the Developer/Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Works and other things required for the Works; and iii. the Developer/Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Works, and shall negotiate and pay all claims arising from their transport.
Developer/ Contractor's Equipment	5.17	<p>Developer/Contractor shall be responsible for all Developer/Contractor's Equipment. When brought on Site, Developer/Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Developer/Contractor shall not remove from the Site any major items of Developer/Contractor's Equipment without the consent of the EIC JDA. However, consent shall not be required for vehicles transporting materials to Works or Developer/Contractor's Personnel off Site.</p>
Protection of the Environment. Impact Assessment and mitigation.	5.18	<p>The Developer/Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to minimise damage and nuisance to environment, people and property resulting from pollution, noise and other results of his operations. He shall get an Environment impact assessment done and get the impact mitigation plan approved by the Pollution Control Board, Rajasthan and install the required monitoring system to monitor/ minimise impacts</p> <p>The Developer/Contractor shall ensure that emissions, surface discharges and effluent from the Developer/Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.</p>

Protection to trees	5.18.1	Any tree existing on the site shall be protected and accommodated in the designs. No trees shall be cut or pruned unless directed by the department in writing.
Electricity, Water and Gas	5.19	The Developer/Contractor shall, except as stated below, be responsible for the provision of all power, water, sanitation and other services and the service lines he may require from the service provider agencies for his construction activities and his personnel, to the extent defined in the Specifications for construction use and the tests. He will obtain the necessary service connections in his name and get them disconnected after the expiry of the defect liability period of works.
Progress Reports	5.20	<p>Unless otherwise stated in the Conditions, monthly progress reports and the updated construction schedules shall be prepared by the Developer/Contractor and submitted to the EIC, JDA before the monthly meeting in six copies. Photos (min. 6, of 150x100 mm size) on the progress achieved during the month shall also be enclosed. The first report shall cover the period upto the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last day of the period to which it relates.</p> <p>Reporting shall continue until the Developer/Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</p> <p>Each report shall include:</p> <ul style="list-style-type: none"> i. MS project charts and detailed descriptions of progress, including each stage of design (if any), Developer/Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Sub-Developer/Sub-Contractor (as defined in Clause 5.4.1 [Nominated Sub-Developer/Contractors]). The CPM charts, 'S' curve and the critical activities shall be duly identified in such submissions. ii. photographs showing the status of manufacture and of progress of works on the Site; iii the details described in Sub-Clause 7.7 [Records of Developer/Contractor's Personnel and Equipment]; iv) copies of quality assurance documents, observation sheets, test results, compliance to Non-conformance reports and certificates of Materials; v) list of notices given under Clause 3.4 [Employer's Claims] and notices given under Clause 54.1 [Developer/Contractor's Claims]; vi) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and viii) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

Security of the Site	5.21	<p>Unless otherwise stated in the Conditions:</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall be responsible for keeping unauthorized persons off the Site, ii. authorized persons shall be limited to the Developer/Contractor's Personnel and the Employer's Personnel including the EIC JDA, third party Quality Inspection Agency Personnel etc.; and to any other personnel notified to the Developer/Contractor, by the Employer or the JDA EIC, as authorized personnel of the Employer's other Developer/Contractors on the Site. iii. The Developer/Contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection as long as work is in progress. He shall remove and replace this protection, as required by the EIC JDA from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the Developer/Contractor free of cost. All templates, forms. Moulds, centering, false works and models which in the opinion of the EIC JDA are necessary for the proper and workman like execution of the work, shall be provided by the Developer/Contractor free of cost. iv. he shall not store any hazardous materials at site
Developer/ Contractor's Operations on Site	5.22	<p>The Developer/Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Developer/Contractor and agreed to by the EIC JDA as additional working areas. The Developer/Contractor shall take all necessary precautions to keep Developer/Contractor's Equipment and Developer/Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.</p> <p>During the execution of the Works, the Developer/Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose off any Developer/Contractor's Equipment or surplus Materials. The Developer/Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.</p> <p>In case the Developer/Contractor fails to comply with the requirements of this Clause, the EIC JDA shall have the right to get this work done at the Cost of the Developer/Contractor either Departmentally or through any other agency. Before taking such action, the EIC JDA shall give ten Days notice in writing to the Developer/Contractor.</p>
Fossils	5.23	<p>All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the EIC JDA/Employer. The Developer/Contractor shall take reasonable precautions to prevent Developer/Contractor's Personnel or other persons from removing or damaging any of these findings.</p> <p>The Developer/Contractor shall, upon discovery of any such finding, promptly give notice to the EIC JDA, , who shall issue instructions for dealing with it. If the Developer/Contractor suffers delay and/or incurs Cost from complying with the instructions, the Developer/Contractor shall give a further notice to the EIC</p>

		<p>JDA and shall be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to:</p> <p>i.an extension of time for any such delay, if completion is or will be delayed, under Clause 13.4 [Extension of Time for Completion], and</p> <p>ii. Payment of any such Cost, if so determined by the employer to be paid out of the Provisional sums of the Contract Price. After receiving this further notice, the EIC JDA shall proceed in accordance with Clause 4.5 [Determinations] to agree or determine these matters.</p>
Safety, Security and Protection of the Environment	5.24	<p>The Developer/Contractor shall, throughout the execution and completion of the Works and the remedying of any Defects therein provide and maintain at his cost:</p> <p>i). arrangements that shall have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,</p> <p>ii. Cost all lights, guards, fencing, firefighting arrangements, warning signs and watchmen and where necessary or required by the EIC JDA , or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and</p> <p>iii. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his metDirector (Engg-I)s of operation.</p> <p>iv. Others as instructed by the EIC JDA.</p>
Completion (as built) Plans to be Submitted by the Developer/ Contractor	5.25	<p>The Developer/Contractor shall submit completion (as built) drawing sin 6 hard and two soft copies, on the whole project within thirty Days of the completion of the work. In case, the Developer/Contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a compensation of Rs.50,000/ day (Rs. Fifty thousand only per day) for the period it is delayed subject to a maximum of 0.5% (half percent) of the value of the contract .The decision of the EIC, JDA for such delay shall be final and binding on the Developer/Contractor.</p>
Developer/ Contractor to Supply Tools & Plants etc.	5.26	<p>The Developer/Contractor shall provide at his own Cost all Materials , plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and Temporary Works required for the proper execution of the work, whether original, altered or substituted and whether included in the Specification or other document forming part of the Developer/Contractor referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the EIC JDA as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work.</p> <p>The Developer/Contractor shall also deploy without charge the requisite number of skilled and unskilled persons with the means and Materials, necessary for the purpose of setting out Works, and</p>

		counting, weighing and assisting the measurement for examination at any time and from time to time of the work or Materials. Failing his so doing the same may be provided by the JDA EIC at the Cost to the Developer/Contractor, under this Contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.
Changes in the firms constitution to be intimated / got approved.	5.27	Where the Developer/Contractor is a partnership firm, a company or a SPV of firms, the previous approval in writing of the DIRECTOR (ENGG-I) JDA shall be obtained before any change is made in the constitution of the firm / SPV. Where the Developer/Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Developer/Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the Works hereby undertaken by the Developer/Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38.1[Work not to be sublet/ Action in case of insolvency] thereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 38.1 [Work not to be sublet/ Action in case of insolvency]. The partners so approved shall be jointly and severally liable for the liabilities and completion of the contract.
Engagement of Staff and Labour	6.1.1	<p>Except as otherwise stated in the Specification, the Developer/Contractor shall make arrangements for the engagement of all required staff and skilled, unskilled labour, local or otherwise, and for their payment, transport and, when appropriate, housing , health care, baby crèches, etc. as required under the law.</p> <p>The Developer/Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.</p> <p>No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of Rajasthan shall work as a Developer/Contractor or employee of a Developer/Contractor for a period of two years after his retirement from Government service without the previous permission of State Government in writing. Particularly if he has dealt with the specific project bid during his service period. The Contract is liable to be cancelled if either the Developer/Contractor or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Developer/Contractor's service, as the case may be.</p>
Near Relatives in Govt., tendering barred	6.1.2	Any Developer/Contractor shall not be permitted to bid for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives of any gazetted officer in the Organization/ Department. Any breach of this condition by the Developer/Contractor would render him liable to be removed from the approved list of Developer/Contractors of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performance

		<p>guarantee, security deposit and enlistment deposit and the work/ remaining work may allot to any registered Developer/Contractor on the same rates as per rules.</p> <p>Note: By the term 'near relative' is meant wife, husband, parents and grand- parents, children and grand- children, brothers and sisters, uncles and cousins and their corresponding in- laws.</p>
Employment of Technical Staff and Employees	6.2.1	<p>The Developer/Contractor shall engage the technical staff, as stated (at page 53) of the document</p> <p>i. The Developer/Contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the Contract.</p> <p>The Developer/Contractor along with bidding of the Tender, intimate in writing to the EIC JDA the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in-charge / his authorised representative on the work. If there is any change then the new incumbent's qualifications and experience shall not be lower than specified in Schedule in ITB. (Annexure - 2). The EIC JDA shall within 15 Days of issue of Letter of Acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the Developer/Contractor shall appoint another such representative according to the provisions of this Clause. Decision of the EIC JDA EIC shall be final and binding on the Developer/Contractor in this respect.</p> <p>Technical staff shall be available at Site within fifteen Days of start of work.</p> <p>If the Developer/Contractor (or any partner in case of firm/company) himself has such qualifications, the Developer/Contractor shall designate and appoint a person to represent him and to be present at the work whenever the Developer/Contractor is riot in a position to be so present. All the provisions applicable to the Developer/Contractor under the Clause will also be applicable in such a case to Developer/Contractor's person. The Developer/Contractor or his responsible authorized agent shall be actually available at Site at least five working Days every week, these Days shall be determined in advance and also during recording of measurement of Works and whenever so required by the EIC, JDA by a notice as aforesaid and shall also comply with instructions conveyed by the EIC JDA or his designated representative in the Site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three Works in the same station provided these details are disclosed to the EIC JDA and he shall be satisfied that the provisions and the purpose of the Clause are fulfilled satisfactorily.</p> <p>If the JDA EIC, whose decision in this respect is final and binding on the Developer/Contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this Clause, the EIC with the approval of the Procuring Entity shall proceed to appoint one suitable technical person (Project or Dy.</p>

		<p>Project Manager) from amongst the Engineers appointed on the project by the Developer/Contractor and the decision of the EIC JDA as recorded in the Site order book and measurement recorded in Measurement Books shall be final and binding on the Developer/Contractor.</p> <p>The Developer/Contractor shall provide and employ on the Site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.</p> <p>ii. The Developer/Contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Project Manager shall be at liberty to object to and require the Developer/Contractor to remove from the Works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is unwanted and such person shall not be employed again at Works Site without the written permission of the Project Manager and the persons so removed shall be replaced as soon as possible by competent substitutes.</p>
Appointment of Apprentices	6.2.2	<p>The technical staff should be available at site whenever required by Engineer in charge to take instructions.</p> <p>The Developer/Contractor shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Developer/Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.</p>
Responsibility of the Technical Staff	6.2.3	<p>(i)The Project Manager with his team, shall be fully responsible for quality and durability of construction as per drawings and designs. All other Engineers and personnel shall bear the responsibility assigned to them by the Contractor/Project Manager.</p> <p>(ii)Technical officers / staff deployed by the Developer/Contractor at any construction Site will also be responsible for the quality, poor progress or proper conduct on the work. If he does not, his name will be circulated to all Works division of the Department to debar from any other Site.</p>
Site Order Book	6.2.4	<p>The Developer/Contractor shall maintain at the site a specified site order book for recording the work related instructions of the EIC, JDA, , EIC and other concerned officers of the Employer. These instruction shall be recorded by the persons in their hand and acknowledged by the representative of the Developer/Contractor. The compliance to these instructions shall also be recorded therein.</p>
Rate of Wages and Conditions of Labour	7.1	<p>Developer/Contractor shall not pay less than minimum rates of wages (as per law) , and observe living conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Developer/Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Employers whose trade or industry is similar to that of the Developer/Contractor.</p>

		<p>The Developer/Contractor shall inform the Developer/Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Developer/Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.</p>
Persons in the Service of Employer	7.2	<p>The Developer/Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel on any part time or full time after availing long leave from the Govt.</p>
Working Hours	7.3	<p>No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless:</p> <ul style="list-style-type: none"> i otherwise stated in the Contract, ii. the JDA EIC gives consent, or iii the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Developer/Contractor shall immediately advise the JDA EIC.
Facilities for Staff and Labour	7.4	<p>Except as otherwise stated in the Specification, the Developer/Contractor shall provide and maintain all necessary accommodation and welfare facilities as per law for the Developer/Contractor's Personnel. The Developer/Contractor shall also provide facilities for the Employer's Personnel as stated in the MSS Clause 1.14(vii) page 14.</p> <p>The Developer/Contractor shall not permit any of the Developer/Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.</p>
Health & Safety	7.5	<p>The Developer/Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Developer/Contractor's Personnel. In collaboration with local health authorities, the Developer/Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Developer/Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.</p> <p>The Developer/Contractor shall appoint a 'safety officer' at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Developer/Contractor shall provide whatever is required by this person to exercise this responsibility and authority.</p> <p>The Developer/Contractor shall send, to the EIC JDA, details of any accident and immediate relief extended as soon as practicable after its occurrence. The Developer/Contractor shall maintain records and make reports concerning health, safety and welfare of persons,</p>

		and damage to property, as the EIC, JDA may reasonably require.
Developer/ Contractor's Personnel	7.6	<p>Developer/Contractor's Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Procurement Entity may require the Developer/Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Developer/Contractor's Representative if applicable, who:</p> <ul style="list-style-type: none"> i. persists in any misconduct or lack of care, ii. carries out duties incompetently or negligently, iii. fails to conform with any provisions of the Contract, or iv. persists in any activities which is prejudicial to safety, health, or the protection of the environment.
Records of Developer/ Contractor's Personnel and Equipment	7.7	The Developer/Contractor shall submit, to the EIC JDA, details showing the number of each class of Developer/Contractor's Personnel and of each type of Developer/Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the EIC JDA EIC, until the Developer/Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
Disorderly Conduct	7.8	The Developer/Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Developer/Contractor's Personnel, and to preserve peace and protection of persons and Govt. or private property on and near the Site.
Foreign Personnel	7.9	<p>The Developer/Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws and after due screening by the concerned legal authorities. The Developer/Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Developer/Contractor, use his best endeavors in a timely and expeditious manner to assist the Developer/Contractor in obtaining any local, state, national, or Government permission required for bringing in the Developer/Contractor's personnel.</p> <p>The Developer/Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Developer/Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.</p>
Supply of Food Stuffs	7.10	The Developer/Contractor shall arrange for the provision of a sufficient supply of suitable raw materials for food as may be required at reasonable prices for the Developer/Contractor's Personnel for the purposes of or in connection with the Contract.
Supply of Water, power and sanitation at site.	7.11	The Developer/Contractor shall, having regard to local conditions, provide on the Site an adequate supply of food items, potable drinking water, power, sanitary facilities for labour at site for the use of the Developer/Contractor's Personnel and for construction of works.

Employment Records of Workers	7.12	<p>The Developer/Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the Aadhar Card Numbers, names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the JDA EIC, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Developer/Contractor under Clause 7.7 [Records of Developer/Contractor's Personnel and Equipment].</p>
Compliance with Labour Laws	7.13	<p>The Developer/Contractor shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Developer/Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The Developer/Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfill these requirements shall attract the penal provisions of the Contract arising out of the resultant non- execution of the work</p> <p>The Developer/Contractor shall comply with all the relevant labour Laws applicable to the Developer/Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, PF, immigration and emigration, and shall allow them all their legal rights. The Developer/Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.</p>
Penalty for non-compliance with labour Law	7.14	<p>In respect of all labour directly or indirectly employed, non-compliance in the work for the performance of the Developer/Contractor's part of this Contract, the Developer/Contractor shall at his own expense arrange for the safety provisions as per IRC Safely Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Developer/Contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 20000/- (Rs. Twenty Thousand only) for each default and, in addition the JDA EIC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the Costs incurred in that behalf from the Developer/Contractor.</p>
Payment of Wages	7.15	<p>i) The Developer/Contractor shall pay to labour employed by him either directly or through Sub-Developer/Contractors, wages not less than fair wages as defined in Labour Regulations or as per the provisions of the Contract Labour (Regular and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable.</p> <p>ii) The Developer/Contractor shall, now withstanding the provisions of any Contract to the contrary, cause to be paid for wage to labour indirectly engaged on the work including any labour engaged by his sub-Developer/Contractors in connection with the said work, as if the labour had been immediately employed by him.</p> <p>iii) In respect of all labour directly or indirectly employed in the</p>

		<p>Works of performance of the Developer/Contractor's Part of this Contract, the Developer/Contractor shall comply with or cause to be complied with the Public Works Department Developer/Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage recovery of wages not paid and deductions unauthorizedly made maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.</p> <p>iv) The JDA EIC concerned shall have the right to deduct from the moneys due to the Developer/Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, on- payment of wages or of deductions, made from his or their wages which are not justified by their terms of the Contract or non- observance of the Regulations.</p> <p>Under the provision of Minimum Wages (Central) Rules 1950, the Developer/Contractor is bound to allow to the labours directly or indirectly employed in the Works one day rest for 6 Days continuous work and pay wages at same rate as for duty. In the event of default the EIC JDA shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Developer/Contractor by the Engineer- in-Charge concerned.</p> <p>v) The Developer/Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, industrial Disputes Act, 1947, Maternity Act, 1970, or the modifications thereof or any other Laws relating thereto and the rules made thereunder from time to time.</p> <p>vi) The Developer/Contractor shall indemnify and keep indemnified Government again payments to be made under and for the observance of the Laws aforesaid and the Labour Regulations without prejudice to his right to claim indemnity from his sub-Developer/Contractors.</p> <p>vii) The Laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.</p> <p>viii) Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the Developer/Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.</p> <p>ix) The Developer/Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.</p>
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Plant, Materials, works and workmanship.	8	The developer/Contractor shall comply to the specified requirements of processing plants, raw materials and execute works with the best workmanship.
Manner of Execution	8.1	<p>The Developer/Contractor shall carry out the procurement of materials, the production and manufacture of CC, mortars , and all other execution of the Works:</p> <ul style="list-style-type: none"> i. in the manner (if any) specified in the Contract, ii.in a proper workman like and careful manner, in accordance with recognized good practice, and iii. with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.
Samples	8.2	<p>The Developer/Contractor shall submit the following samples of Materials, and relevant information, to the EIC JDA for approval prior to using the Materials in or for the Works:</p> <ul style="list-style-type: none"> i. Producer's / manufacturer's standard samples of Materials and samples specified in the Contract, all at the Developer/Contractor's Cost, and ii. additional samples instructed by the EIC JDA as a Variation. Each sample shall be labeled as to origin and intended use in the Works.
Inspection of works likely to be covered.	8.3	<p>The Developer/Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Developer/Contractor from any obligation or responsibility.</p> <p>The Developer/Contractor shall give notice of minimum 07 days to the EIC JDA whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The EIC JDA shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Developer/Contractor that the EIC JDA does not require to do so. If the Developer/Contractor fails to give the notice, he shall, if and when required by the EIC JDA , uncover the work and thereafter reinstate and make good, all at the Developer/Contractor's Cost.</p>
Materials Supplied by the Developer/ Contractor	8.4	<p>The Developer/Contractor shall, at his own expense, provide all specified and approved Materials, required for the Works.</p> <p>The Developer/Contractor shall, at his own expense and without delay, supply to the Procuring Entity samples of tested and conforming Materials (by the Materials Engineer) to be used on the work and shall get these approved by the EIC JDA in advance along with the sources of supply. All such Materials to be provided by the Developer/Contractor shall be in conformity with the Specifications laid down or referred to in the Contract, The</p>

		<p>Developer/Contractor shall, if requested by the EIC JDA furnish test results conducted at the field laboratory to satisfy the EIC JDA , EIC and the that the Materials so comply. The EIC JDA shall get confirmatory tests conducted through his assistants, EIC or the third party quality inspection agency for his satisfaction within fifteen Days of supply of samples and if the requirement is waived off, the materials shall be treated as approved. If the materials fail on test by the EIC JDA, the Developer/Contractor shall at his risk and Cost submit the fresh samples of Materials to be tested or analyzed and shall not make use of or incorporate in the work any Materials represented by the failed samples until the required tests or analysis have been made and Materials finally accepted by the EIC JDA. The Developer/Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and asa result of testing of Materials. Non-availability of suitable materials near the site of the project shall be no excuse for using non-conforming materials, centering and shuttering, machinery and equipment and others.</p> <p>The Developer/Contractor shall, at his risk and Cost, make all arrangements and shall provide all facilities as the Procuring Entity may require for sampling and testing, at such time and to such place or places as may be directed by the EIC JDA and bear all charges and Cost of testing unless specifically provided for otherwise elsewhere in the Contract or Specifications. The EIC JDA or his authorized representative shall at all times have access to the Works and to all Workshops and places where work is being prepared or from where Materials, manufactured articles or machinery are being obtained for the Works and the Developer/Contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The EIC JDA shall have full powers to require the removal from the premises of all Materials which in his opinion are not in accordance with the Specifications and in case of default the EIC JDA shall be at liberty to employ at the expense of the Developer/Contractor, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such Materials. The EIC JDA shall also have full powers to require other proper Materials to be substituted thereof and in case of default and EIC JDA may cause the same to be supplied and all Costs which may attend such removal and substitution shall borne by the Developer/Contractor. Any works constructed with failed or unapproved materials shall be rejected without further testing.</p>
Testing on materials, processes and tests on completion.	9.1	<p>This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).</p> <p>Except as otherwise specified in the Contract, the Developer/Contractor shall provide in the field laboratory (page 42) , all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, Materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Developer/Contractor shall agree, with the Procuring Entity, the time and place for the specified testing of any Plant, Materials and other parts of the Works. Such tests shall be regularly carried out at the</p>

		<p>frequency specified in BIS Codes. Tests (rebound hammer/UV ray) on completion may be carried out on RCC works, load test on CD works/ piles, performance (conductance, hydraulic etc.) tests on items of services</p> <p>The EIC JDA may, under Clause 19.1 [Right to vary], vary the location or details of specified tests, or instruct the Developer/Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the Cost of carrying out this test or Variation shall be borne by the Developer/Contractor, notwithstanding other provisions of the Contract.</p> <p>The EIC JDA shall give the Developer/Contractor not less than 24 hours' notice of his intention to attend the tests or depute his assistants or the to attend the tests. If the EIC JDA or his assistants do not attend at the time and place agreed, the Developer/Contractor may proceed with the tests, unless otherwise instructed by the EIC JDA, and the tests shall then be deemed to have been made in the presence of EIC JDA.</p> <p>If the Developer/Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Developer/Contractor shall give notice to the EIC JDA and shall be entitled subject to Sub-Clause 54.1 [Developer/Contractor's Claims] to:</p> <p>i. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 13.4 [Extension of Time for Completion],</p> <p>After receiving this notice, the JDA EIC shall proceed in accordance with Sub-Clause 4.5 [Determinations] to agree or determine these matters.</p> <p>The Developer/Contractor shall promptly forward to the EIC JDA duly certified reports of the tests. When the specified tests have been passed, the EIC JDA shall endorse the Developer/Contractor's test certificate, or issue a certificate to him, to that effect. If the EIC JDA has waived off the attendance on the tests, he shall be deemed to have accepted the results as acceptable.</p>
Retesting on failure	9.2	<p>If the Works, or a Section, fail to pass the Tests on Completion, Clause 9.9[Rejection] shall apply, and the EIC JDA or the Developer/Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.</p>
Further testing	9.3	<p>If the work of remedying of any Defect or damage may affect the performance of the Works, the EIC JDA may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 Days after the Defect or damage is remedied.</p> <p>These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and Cost of the Party liable, under Clause 16.3 [Cost of Remedying Defects], for the Cost of the remedial work.</p>
Delay in	9.4	<p>If the Tests on Completion are being unduly delayed by the Developer/Contractor, the EIC JDA may by notice require the</p>

Testing		<p>Developer/Contractor to carry out the Tests within 21 Days after receiving the notice. The Developer/Contractor shall carry out the Tests on such day or Days within that period as the Developer/Contractor may fix and of which he shall give notice to the Procuring Entity. The agency for testing shall be approved by the Procuring Entity. It shall be witnessed by the EIC, EIC, JDA .</p> <p>If the Developer/Contractor fails to carry out the Tests on Completion within the period of 21 Days, the Employer's Personnel may proceed with the Tests at the risk and Cost of the Developer/Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Developer/Contractor and the results of the Tests shall be accepted as accurate.</p>
Cost of Samples	9.5	All samples shall be supplied by the Developer/Developer/Contractor at his own Cost if the supply thereof is clearly intended by or provided for in the Contract.
Costs of Tests	9.6	<p>The Cost of making any test shall be borne by the Developer/Contractor if such test is:</p> <p>i. clearly intended by or provided for in the Contract, or</p> <p>ii. particularized in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, the non-destructive tests etc.) in sufficient detail to enable the Developer/Contractor to price or allow for the same in his Tender.</p>
Costs of Tests not provided for	9.7	<p>If any test required by the EIC JDA which is:</p> <p>i. not so intended by or provided for;</p> <p>ii. (in the cases above mentioned) not so particularized, or</p> <p>iii. (though so intended or provided for) required by the EIC JDA to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the Materials or Plant tested, shows the Materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the EIC JDA, then the Cost of such test shall be borne by the Developer/Contractor.</p>
Failure to Pass Tests on Completion	9.8	<p>If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.2 [Re-Testing], the EIC JDA shall be entitled to:</p> <p>i. order further repetition of Tests on Completion and to direct the developer/Contractor to strengthen / remedy the works enabling it to pass the tests,</p> <p>ii. if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub- paragraph (iii) of Sub-Clause 16.5[Failure to Remedy Defects]; or</p> <p>iii. deny the issue a taking over certificate, if the Developer / Contractor</p>

		<p>so requests</p> <p>In the event of sub-para. iii. , either the works shall be rejected or it will be accepted at a reduced rate in proportion to the strength/durability of the Work with respect to a Work executed satisfying the specifications. Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. However, if the tests reflect the incapacity of the structure or its component's failure to bear the loads or limit the durability or the design life, the works shall have to be dismantled and reconstructed. Unless the relevant reduction for this failure is stated (or its metDirector (Engg-I) of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued. or (ii)determined and paid.</p> <p>The Developer/Contractor shall proceed in accordance with all other obligations under the Contract.</p>
Rejection	9.9	<p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be Defective or otherwise not in accordance with the Contract, the EIC JDA may reject the Plant, Materials or workmanship by giving notice to the Developer/Contractor, with reasons. The Developer/Contractor shall then promptly make good the Defect and ensure that the remedied item complies with the Contract.</p> <p>If the EIC JDA requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional Costs, the Developer/Contractor shall subject to Clause 3.4 [Employer's Claims] pay these Costs to the Employer by deduction from any payment immediately due to the Developer /Contractor.</p>
Remedial Work	9.10	<p>Notwithstanding any previous test or certification, the EIC JDA may instruct the Developer/Contractor to:</p> <ul style="list-style-type: none"> i. remove from the Site and replace any Plant or Materials which is not in accordance with the Contract, ii. remove and re-execute any other work which is not in accordance with the Contract, and iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, Unforeseeable event or otherwise. The Developer/Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (iii). <p>If the Developer/Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Developer/Contractor would have been entitled to payment for the work, the Developer/Contractor shall subject to Clause 3.4[Employer's Claims] pay to the Employer all Costs arising from this failure.</p>
Ownership of Plant and	10.1	<p>Except otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Procuring Entity at whichever is the</p>

Materials		<p>earlier of the following times, free from liens and other encumbrances:</p> <p>i. when it's cost is incorporated in the Works;</p> <p>ii. when the Developer/Contractor is paid the corresponding value of the Plant and Materials under Clause 15.3.1 [Payment for work in Event of prolonged Suspension].</p>
Dismantled Material	10.2	The Developer/Contractor shall treat all useful or reusable Materials obtained during dismantling of an existing structure, excavation of the Site for a work, etc. as Government's property and such Materials shall be handed over to the JDA/ .. Non-usable materials shall be disposed of / dumped as directed by the .
Action where no Specifications are specified	10.3	In the case of any class of work for which there is no such Specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or CPWD or any central Government agency. In case there are no such Specifications in Bureau of Indian Standards, the work shall be carried out as per PWD Specifications. If not available, then as per Department Specifications. In case there are no such Specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the EIC / EIC, JDA .
Royalties	11.1	<p>Unless otherwise stated in the Specification, the Developer/Contractor shall pay all royalties, rents and other payments for:</p> <p>i. natural Materials obtained from outside the Site, and</p> <p>ii.the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are to be specified by the department .</p>
Handing over the site	11.2	The EIC JDA shall hand over encumbrance free possession of at least 60% of site to the Developer / Contractor , along with the surveyed plan, boundary profile/marked on the ground, within 30 days of the signing of the Contract Agreement and confirmation of the Performance BG from the issuing bank. Any delays shall be added to the commencement date of the project without any cost to the Developer / Contractor.
Arrangement of Plant and Machinery	12.1	The Developer/Contractor shall arrange at his own expense all tools, plant machinery (T&P) and equipment required for execution of the work as listed at page The machinery shall be good working condition and shall not be more than 5 years old. For small equipment like vibrators. 100% standby shall be maintained.
Commencement of Works	13.1	<p>Except otherwise specified in the Particular Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the EIC JDA's instruction recording the agreement of both Parties on such fulfillment and instructing to commence the Work is received by the Developer/Contractor:</p> <p>i. signature on the Contract Agreement by both Parties, and if</p>

		<p>required, approval of the Contract by relevant authorities of the Govt.; confirmation of the performance BG submitted by the Developer / Contractor.</p> <p>ii. delivery to the Developer/Contractor of reasonable evidence of the Procuring Entity's Financial arrangements, i.e; availability of liquid funds for the first two stages of completion.</p> <p>iii. except if otherwise specified in the Contract Data, and possession of the Site given to the Developer/Contractor together with such permission(s) under [Compliance with Laws – General Conditions] as required for the commencement of the Works;</p> <p>iv. If the said EIC JDA's instruction is not received by the Developer/Contractor within 45 Days from his receipt of the Letter of Acceptance, the Developer/Contractor shall be entitled to issue a notice to the Employer for termination of the Contract by the Employer. The Contract shall be treated as terminated after 30 days from the date of issue of such notice.</p> <p>v. The Developer/Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works as per specifications with due expedition and without delay.</p>
Time for Completion, intended completion date.	13.2	<p>The Developer/Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion as indicated in the technical parameters for the Packages, Works or Section (as the case may be), including:</p> <p>i. achieving the passing of the Tests on Completion, and compliance to all NCR's issued by the Third party Quality Inspection Agency.</p> <p>ii. Completing all work which as stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 17.2 [Taking Over of the Works and Sections].</p>
Construction Programme	13.3	<p>The Developer/Contractor shall submit a detailed time-progress programme on MS Project to the JDA EIC within 28 Days after receiving the notice under Clause 13.1 [Commencement of Works]. The Developer/Contractor shall also submit a revised programme every month by the 7th. Each programme shall include:</p> <p>i. the order in which the Developer/Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Developer/Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, the execution of critical activities shall be prioritised.</p> <p>ii. each of these stages for work by each Sub-Developer/Sub-Contractor the</p> <p>sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:</p> <p>a) a general description of the metDirector (Engg-I)s which the Developer/Contractor intends to adopt, and of the major stages, in the execution of the Works, and</p>

		<p>Unless the EIC JDA, within 7 Days after receiving a programme, gives notice to the Developer/Contractor stating the extent to which it does not comply with the Contract, the Developer/Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.</p> <p>If, at any time, the EIC JDA gives notice to the Developer/Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Developer/Contractor's stated intentions, the Developer/Contractor shall submit a revised programme to the EIC JDA in accordance with this Clause.</p>
Extension of Time for Completion	13.4	<p>The Developer/Contractor shall be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to an extension of the Time as per technical parameters, for Completion if and to the extent that completion for the purposes of Sub-Clause 17.2 [Taking-Over of the Works and Sections] is or will be delayed by any of the following causes:</p> <ul style="list-style-type: none"> i. a Variation (unless an adjustment to the Time for Completion has been agreed under Clause 19.2[Variation Procedure] or other substantial change in the quantity (measurable payment unit) of work included in the Contract. This variation can be increase or decrease in time depending upon the variation in the scope of works. ii. a cause of delay giving an entitlement to extension of time under a Clause of these Conditions, iii. exceptionally adverse climatic conditions like force majeure, iv. any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other Developer/Contractors. <p>The JDA on the basis of any justified delay can extend the completion time period by a maximum of two years.</p> <p>If the Developer/Contractor considers himself to be entitled to an extension of the Time for Completion, the Developer/Contractor shall give notice to the EIC JDA in accordance with Clause 54.1[Developer/Contractor's Claims]. When determining each extension of time under Clause 54.1, the EIC JDA shall review previous determinations and may increase/ decrease as per change in the scope of work, the total extension of time.</p>
Time and progress on MS project.	13.5	<p>As soon as possible after the Contract is signed the Developer/Contractor shall submit a time and progress chart on MS Project for each milestone and get it approved by the EIC JDA. The MS Project output should reflect the dependencies, resources, and the critical items on the critical path. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various sections of the work and may be amended as necessary by agreement between the Procuring Entity and Developer/Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Developer/Contractor</p>

		shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.
Notice for delay beyond control	13.6	<p>If the work(s) be delayed by:</p> <ul style="list-style-type: none"> i. Force majeure ii. Serious loss or damage by fire iii. Civil commotion, local iv. Delay on the part of other Developer/Contractors or tradesmen engaged by the EIC JDA in executing work not forming part of the Contract v. Any other cause which, in the absolute discretion of the DIRECTOR (ENGG-I) JDA is beyond the Developer/Contractors control. <p>Then upon the happening of any such event causing delay, the Developer/Contractor shall immediately give notice thereof in writing to the availability of 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 EIC JDA to proceed with the Works.</p>
Rescheduling mile stones	13.7	<ul style="list-style-type: none"> i) Request for the rescheduling of milestones and extension of time to be eligible for consideration shall be made by the Developer/Contractor in writing within fourteen Days of the happening of the hindering event causing delay but before actual date of completion, on the prescribed form. The Developer/Contractor may also, if practicable, indicate in such a request the period for which extension is desired. ii) In any such case the DIRECTOR (ENGG-I) JDA may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Developer/Contractor by the EIC JDA in writing, within 15 days of the date of receipt of such request. Non application by the Developer/Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the DIRECTOR (ENGG-I) JDA and this shall be binding on the Developer/Contractor.
Layout, Center lines, benchmarks, levels.	13.8	The basic centerlines, reference points and benchmarks, levels, alignment will be fixed by the Developer/Contractor and checked by the EIC JDA. The developer/Contractor shall establish at his own Cost at suitable points, additional reference lines and benchmarks, center line mutams as may be necessary and instructed by the EIC JDA. The Developer/Contractor shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.
Delays Caused by Authorities	13.9	<p>If the following conditions apply, namely:</p> <ul style="list-style-type: none"> i. the Developer/Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the State, ii. these authorities delay or disrupt the Developer/Contractor's work, and

		<p>iii. the delay or disruption was Unforeseeable,</p> <p>Then this delay or disruption will be considered as a cause of delay under Clause 13.4 [Extension of Time for Completion]</p>
Very sluggish Rate of Progress	13.10	<p>If, at any time:</p> <ul style="list-style-type: none"> i) the actual progress is too slow to complete the whole Work within the Time for Completion, and/or progress has fallen (or will fall) behind the current programme under Clause 13.3 [Programme], other than as a result of a cause listed in Clause 13.4 [Extension of Time for Completion], then the EIC JDA may instruct the Developer/Contractor to submit, under Clause 13.3 [Programme], a revised programme and supporting report describing the revised methods which the Developer/Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion. ii) Unless the EIC JDA notifies otherwise, the Developer/Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Developer/Contractor's Personnel and/or Works, at his risk and Cost. iii) If these revised methods appear to be inadequate or fail for any reasons, the EIC JDA may induct other sub- contractors to expedite the progress at the approved rates or enhanced rates agreed to by the Developer/Contractor to meet the time lines. iv) Under such circumstances, if the Procuring Entity incurs additional Costs, the Developer/Contractor shall subject to notice under Clause 3.4 [Employer's Claims] pay these Costs to the Employer through debits to his payments due, in addition to delay damages (if any) under Clause 13.11 below. <p>Additional Costs of revised methods including acceleration measures, instructed by the EIC JDA to reduce delays resulting from causes listed under Clause 13.4 [Extension of Time for Completion] shall be paid by the Contractor and shall be paid by the EIC JDA and debited to the Developer/Contractor if the Contractor fails to pay. In addition a compensation for delay shall also be imposed on and be debited to the Contractor.</p>
Compensation for Delay (Liquidated Damage)	13.11	<p>Shall be a Maximum 10% of contract value.</p> <p>If the Developer/Contractor fails to maintain the required progress in terms of Clause 7.4 [Extension of Time for Completion] or to complete the work and clear the site on or before the Contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Procuring Entity (whose decision in writing shall be final and binding) may decide on the amount of Tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 7.4 [Extension of Time for Completion] or that the work remains incomplete.</p> <p>This will also apply to items or group of items for which a separate period of completion has been specified.</p> <p>Compensation for delay of work at 0.5% (zero point five) per month</p>

		<p>of delay to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered value of work or the Tendered value of the item or group of items of work for which a separate period of completion is originally given. A notice for termination by the Employer may also be issued concurrently if there is no expedited progress in the first two months of the compensation being levied.</p> <p>The amount of compensation may be adjusted or set off against any sum payable to the Developer/Contractor under this or any Contract with the PE. In case, the Developer/Contractor does not achieve a particular milestone mentioned in or the rescheduled milestone(s) in terms of Sub-Clause 13.7, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.</p> <p>Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Developer/Contractor. However, if the Developer/Contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Developer/Contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequent also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p> <p>If the contract is completed in the original timeline as agreed upon in the contract, then the Liquidated Damages so imposed for delays of intermediate milestones will be released.</p>
When Contract can determined/ rescinded	14.1	<p>Subject to the other provisions contained in this Clause the DIRECTOR (ENGG-I) JDA may, without prejudice to his any other rights or remedy against the Developer/Contractor in respect of any delay, inferior workmanship, non-acceptable test results, non-durable construction or any other claims for damages and/or any other provisions of this Contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the Contract in any of the following cases:</p> <ul style="list-style-type: none"> i. If the Developer/Contractor having been given by the Procuring Entity a notice in writing to rectify, reconstruct or replace any Defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanship like manner shall omit to comply with the requirement of such notice for a period of seven Days thereof. ii. If the Developer/Contractor being a company shall pass a resolution to the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order. iii. If the Developer/Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the EIC JDA (which shall be final and

		<p>binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven Days from the EIC JDA.</p> <p>iv. If the Developer/Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulate, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing on that behalf by the EIC JDA</p> <p>v. the Developer/Contractor persistently neglects to carry out his obligations under the Contract and/or 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 a notice in writing is given to him on that behalf by the EIC JDA</p> <p>vi. If the Developer/Contractor commits any acts mentioned in Clause 38.1 [Work not to be sublet. Action in case of insolvency.]</p> <p>vii. If the work is not started by the Developer/Contractor within 1/8th of the stipulate time subject to maximum of 45 Days.</p> <p>When the Developer/Contractor has made himself liable for action under any of the cases aforesaid, the EIC JDA / DIRECTOR (ENGG-I) JDA shall have the powers:</p> <p>i. To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Developer/Contractor under the hand of JDA EIC shall be conclusive evidence). Upon such determination or rescission the security Deposit already recovered and Performance Guarantee (BG) under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer/Government.</p> <p>ii. To levy 10% compensation and employ another developer/ Contractor to carry out the balance work or any part of the work, debiting the original Developer/Contractor with the difference of cost and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Developer/Contractor under the terms of this contract. The certificate of the EIC JDA , as to the value of the work done, shall be final and conclusive evidence against the Developer/Contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the Developer/Contractor. Provided also that if the expense incurred by the Procuring Entity is less than the amount payable to the Developer/Contractor at his agreement rates, the difference shall not be paid to the Developer/Contractor.</p>
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	14.2	<p>In case, the work cannot be started due to reasons not within the control of the Developer/Contractor and or the Procuring Entity as decided by Procuring Entity within 1/8 of the stipulated time for completion of work, EIC/DIRECTOR (ENGG-I) JDA may close the Contract. In such eventuality. The Bid security and Performance Guarantee of the Developer/Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all. The reasons shall be examined by the Employer and his decision shall be final and binding.</p>
Developer/ Contractor liable to pay compensation even if action not taken under Clause 14.1 above	14.3	<p>In any case in which the powers conferred upon the Procuring Entity by Clause 14.1 [When Contract can be determined/rescinded] thereof, shall have become exercisable and the same are not exercised, the no exercise shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Developer/Contractor and the liability of the Developer/Contractor for compensation shall remain unaffected. In the event of the EIC JDA putting in force all or any of the powers vested in him under the preceding Clause he may, if he so desires after giving a notice in writing to the Developer/Contractor, take possession of (or at the sole discretion of the Procuring Entity which shall be final and binding on the Developer/Contractor), any plant, material and stores, in or upon the Works, or the Site thereof belonging to the Developer/Contractor or procured by the Developer/Contractor and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the Contract rates or, in the case of these not being applicable, at current Market Rates to be certified by the EIC JDA whose certificate thereof shall be final and binding on the</p>

		Developer/Contractor. The developer/Contractor shall remove such tools, Plants, Materials or stores from the premises (within a time to be specified in such notice) in the event of the Developer/Contractor failing to comply with any such requisition, the EIC JDA may remove them at the Developer/Contractors expense or sell them by auction or private sale on account of the Developer/Contractor and his risk in all respects and the certificate of the EIC JDA as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Developer/Contractor.
Much delayed progress of work	14.4	If the progress of the work has fallen so much in arrears as to prevent other Developer/Contractors on the work from carrying out their part of the work within the stipulated time, he will be liable for the settlement of any claim put in by any of these Developer/Contractors for the expenses of keeping their labour unemployed to the extent considered reasonable by the JDA EIC.
Suspension of Work	15.1	i) The EIC JDA may at any time instruct the Developer/Contractor to suspend progress of part or all of the Works for Procuring Entity's reasons. During such suspension, the Developer/Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. The JDA EIC may also notify the cause for the suspension.
		<p>ii) The Developer/Contractor shall, on receipt of the order in writing of the JDA EIC (whose decision shall be final and binding on the Developer/Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the EIC JDA may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</p> <p>a. on account of any default on the part of the Developer/Contractor or;</p> <p>b. for proper execution of the Works or part thereof for reasons other than the default of the Developer/Contractor; or</p> <p>c. For safety of the Works or part thereof.</p> <p>i) The Developer/Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the EIC JDA.</p> <p>ii) If the suspension is ordered for reasons (b) and</p> <p>(c) in sub-para 15.1(i) above, the Developer/Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 10%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part,</p>
Consequences of Suspension	15.2	If the Developer/Contractor suffers delay and/or incurs Cost from complying with the EIC JDA EIC's instructions under Clause 15.1 [Suspension of Work] and/or from resuming the work, the Developer/Contractor shall give notice to the DIRECTOR (ENGG-I) JDA and shall be entitled subject to Clause 54.1

		<p>Claims] to:</p> <p>i. An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 13.4 [Extension of Time for Completion], and payment of any such Cost, if included in the Contract Price.</p> <p>ii. an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 13.4 [Extension of Time for Completion], and</p> <p>iii. payment of any such Cost, if included in the Contract Price</p> <p>iv. After receiving this notice, the JDA EIC shall proceed in accordance with Clause 4.5[Determinations] to agree or determine these matters.</p> <p>The Developer/Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Developer/Contractor's faulty design, workmanship or Materials, or of the Developer/Contractor's failure to protect, store or secure in accordance with Clause 15.1 [Suspension of Work]. All such costs shall be borne by him.</p>
Prolonged Suspension	15.3	<p>If the suspension under Clause 15.1 [Suspension of Work] has continued for more than 56 Days, the Developer/Contractor may request the EIC JDA's permission to proceed. If the Procuring Entity does not give permission within 28 Days after being requested to do so, the Developer/Contractor may, by giving notice to the JDA EIC, treat the suspension as an omission under Clause 19.2 [Variation procedure] of the affected part of the Works. If the suspension affects the whole of the Works, the Developer/Contractor may give notice for termination of the Contract to be approved by the DIRECTOR (ENGG-I) JDA.</p>
Payment of work done in case of prolonged suspension	15.3.1	<p>In case of prolonged suspension as above, the EIC JDA shall on the submission of an interim bill, pay to the Contractor for the acceptable work carried out as per Contract.</p>
Resumption of Work	15.4	<p>After the permission or instruction to proceed is given, the Developer/Contractor and the EIC JDA shall jointly examine the Works and the Plant and Materials affected by the suspension. The Developer/Contractor shall make good any deterioration or Defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the EIC JDA an instruction to this effect under Clause 9.2 [Deviations/Variations Extent and Pricing].</p>
Completion of outstanding work, repairs to Damages, Defects during defect liability	16.1	<p>Defect Liability Period: Though the substantially completed works may have been taken over by the EIC JDA/ , the Developer /Contractor is responsible for completion of the outstanding work and remedying defects if any notified in the works.</p> <p>If the Developer/Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road Kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees</p>

period		<p>or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any Defect, shrinkage or other faults appear in the work within Defect Liability Period after a certificate final or otherwise of its completion shall have been given by the Procuring Entity as aforesaid arising out of Defect or improper Materials or workmanship the Developer/Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the EIC, JDA may cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the Developer/Contractor, or from his security deposit. The security deposit of the Developer/Contractor shall not be refunded before the expiry of Defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.</p>
Works to be in good condition on completion of Defect liability Period.	16.2	<p>In order that the Works and Developer/Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Developer/Contractor shall:</p> <ul style="list-style-type: none"> i. complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Procuring Entity, and ii. Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works. <p>If a Defect appears or damage occurs, the Developer/Contractor shall be notified accordingly, by (or on behalf of) the Employer.</p>
Cost of Remedying Defects	16.3	<p>All work referred to in Clause 16.1 above [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and Cost of the Developer/Contractor, if and to the extent that the work is attributable to:</p> <ul style="list-style-type: none"> i. any design defect for which the Developer/Contractor is responsible, ii. Plant, Materials or workmanship not being in accordance with the Contract, or iii Failure by the Developer/Contractor to comply with any other obligation. <p>If and to the extent that such work is attributable to any other cause, the Developer/Contractor shall be notified promptly by (or on behalf of) the Employer and Clause 19.2 [Variation Procedure] shall apply.</p>
Extension of Defects Notification Period	16.4	<p>The Employer shall be entitled subject to Clause 13.4 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect or by reason of damage attributable to the Developer/Contractor. However, a Defects Notification Period shall</p>

		not be extended by more than one year.
Failure to Remedy Defects	16.5	<p>If the Developer/Contractor fails to remedy any Defect or damage within a reasonable time of 7 days, a date may be fixed by (or on behalf of) the Employer, on or by which the Defect or damage is to be remedied. The Developer/Contractor shall be given reasonable notice of this date.</p> <p>If the Developer/Contractor fails to remedy the Defect or damage by this notified date and this remedial work has to be executed at the Cost of the Developer/Contractor under Clause 16.3 [Cost of Remedying Defects], the Employer may (at his option):</p> <ul style="list-style-type: none"> i. carry out the work himself or by others, in a reasonable manner and at the Developer/Contractor's Cost, but the Developer/Contractor shall have no responsibility for this work; and the Developer/Contractor shall subject to Clause 3.4 [Employer's Claims] pay to the Employer the Costs reasonably incurred by the Employer in remedying the Defect or damage; ii. require the JDA EIC to agree or determine a reasonable reduction in the Contract Price in accordance with Clause 4.5 [Determinations]; or iii If the Defect or damage deprives the Employer of substantially or the whole benefit of the Works or any major part of the Works, may terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs (12% simple interest)and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Developer/Contractor.
Contractor /EIC/ Third Party Quality Inspection Agency to Search for the cause of defect.	16.6	<p>The Developer/Contractor shall, if required by the JDA Resident Manager, search for the cause of any Defect, under the direction of the JDA EIC, EIC and the third party Quality inspection agency. The Defect is to be remedied at the Cost of the Developer/Contractor under Clause 16.3 [Cost of Remedying Defects],</p>
Performance Certificate	17.1	<p>Performance of the Developer/Contractor's obligations shall not be considered to have been completed until the EIC JDA has issued the Performance Certificate to the Developer/Contractor, stating the date on which the Developer/Contractor completed his obligations under the Contract.</p> <p>The EIC JDA shall issue the Performance Certificate within 28 Days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Developer/Contractor has supplied all the Developer/Contractor's Documents, as built drawings, designs and completed and tested all the Works, including remedying any Defects. A copy of the Performance Certificate shall be issued to the Employer.</p>

		Only the Performance Certificate shall be deemed to constitute acceptance of the Works.
Taking over of works or sections. Substantial Completion of Parts	17.2	If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the EIC JDA may issue a Taking-Over Certificate in respect of the whole or that part of the Permanent Works before final completion of Works and upon the issue of such Certificate, the Developer/Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period.
Substantial/virtual and final completion	17.3	<p>Substantial / Virtual completion means the completion of works to an usable stage after commissioning and successfully passing the specified tests on completion.</p> <p>Final completion means all works usable , completion / structural safety certificate issued, all services connected and functional /operational, as built drawings/designs , final statement submitted, occupancy permit issued by the JDA, etc.</p>
Unfulfilled Obligations	17.4	After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.
Work to be executed in accordance with Specifications, Drawings, Orders etc.	18.1	<p>The Developer/Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards Materials/ procedures and otherwise in every respect in strict accordance with the approved designs, drawings and Specifications. The Developer/Contractor shall also conform exactly fully and faithfully to the design, Drawings and instructions in writing in respect of the work signed by the EIC JDA and lodged in his office or on the site of the work for the purpose of inspection during office hours and the Developer/Contractor shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill. The Developer/Contractor shall maintain one copy of the Contract documents together with Specification, designs, Drawings and instruction as are not included in the standard Specifications of Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the Contract.</p> <p>The Developer/Contractor shall comply with the provisions of the Contract and with the care and Plants including for measurements and supervision of all Works, structural plans and inferred from the Contract. The Developer/Contractor shall take full responsibility for adequacy, suitability and safety of all the Works and methods of construction. The specifications of work, material, methodology of execution, drawings and designs shall be signed by the Developer/Contractor and EIC /DIRECTOR (ENGG-I) JDA while executing the agreement and shall form part of the agreement.</p>

Incidental operation	18.2	Any operation incidental to or necessary has to be in contemplation of Tenderer while filing Tender or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant Specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations
Right to Vary	19.1	<p>The only variation expected in the contract is in the super built up area or the period of completion of works for reasons beyond the control of the contractor. Variations may be initiated by the Contractor or EIC JDA at any time prior to issuing the Taking- Over Certificate for the Works, either by an instruction or by a request for the Developer/Contractor to submit a proposal.</p> <p>The Developer/Contractor shall execute and be bound by each Variation, unless the Developer/Contractor promptly gives notice to the Procuring Entity stating (with supporting particulars) that</p> <p>(i) the Developer/Contractor cannot readily obtain the Works required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the JDA EIC shall cancel, confirm or vary the instruction. Each Variation may include:</p> <ul style="list-style-type: none"> i. changes to the levels, positions and/or dimensions of any part of the Works, ii. omission of any work unless it is to be carried out by others, iii. Changes to the sequence or timing of the execution of the Works. <p>The Developer/Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the EIC JDA instructs or approves a Variation in writing.</p> <p>No variation in the value of the Contract shall be requested by the Contractor or considered for approval by the EIC JDA, except if the variation economises the value of the Contract without compromising the structural safety or durability of the structure.</p>
Variation in case of emergency	19.1.1	Notwithstanding the obligation, as setout above, to obtain approval if , in the opinion of the EIC JDA/ ,an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Developer/Contractor of any of his duties and responsibility under the Contract, may instruct the Developer/Contractor to execute all such work or to do all such things as may in the opinion of the EIC JDA , be necessary to abate or reduce the risk. The Developer/Contractor shall forth with comply, despite the absence of approval of the Employer, with any such instruction of the EIC JDA. The EIC JDA shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 19.1[Right to vary] and shall notify the Developer/Contractor accordingly, with a copy to the employer.
Variation	19.2	If the EIC JDA requests a proposal, prior to instructing a Variation, the Developer/Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is

Procedure		<p>the case) or by submitting:</p> <ul style="list-style-type: none"> i. a description of the proposed work to be performed and a programme for its execution, ii. the Developer/Contractor's proposal for any necessary modifications to the programme according to Clause 13.3 [Programme] and to the Time for Completion, and iii. The Developer/Contractor's proposal for evaluation of time for the Variation. iv. The EIC JDA shall, as soon as practicable after receiving such proposal (under Clause 20.1 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Developer/Contractor shall not delay any work whilst awaiting a response. <p>Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Procuring Entity to the Developer/Contractor, who shall acknowledge receipt.</p> <p>Each Variation shall be evaluated in accordance with Section11 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.</p>
Additional work	19.3	<p>The quantum of additional work shall not exceed 20% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Procuring Entity and the Developer/Contractor. Proportionate additional time shall also be extended for such additional work.</p>
Value Engineering	20.1	<p>The Developer/Contractor may, at any time, submit to the Procuring Entity a written proposal which (in the Developer/Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the Cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) improve the quality, durability or design life of the structure /works, or (v) otherwise be of benefit to the Employer.</p> <p>The proposal shall be prepared at the Cost of the Developer/Contractor and shall include the items listed in Clause 19.2 [Variation Procedure].If a proposal, which is approved by the JDA EIC, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:</p> <ul style="list-style-type: none"> i. the Developer/Contractor shall design this part, ii. Clause 22.1[Developer/Contractor's Obligations] shall apply, and iii. (If this change results in a reduction in the Contract value of this part, the EIC JDA shall proceed in accordance with Clause 4.5 [Determinations] to seek approval from the JDA.
Provisional Sums	21.1	<p>Since it is a EPC contract, provisional sums for payment of fee / charges, demand notices for statutory permissions/ clearances, service connections, fees to State Pollution Control Board , water / sewerage and power connections, or other such expanses etc. shall be included by the Contractor in the bid cost for payments on behalf of</p>

		the JDA. No reimbursement against such sums shall be eligible.
Developer/ Contractor's Obligations	22.1	<p>The Developer/Contractor shall carry out the Tests on Completion in accordance with this Clause and Clause 9.1 [Testing], after providing the documents in accordance with this clause 10.1.1 [Developer/Contractor's Obligations].</p> <p>The Developer/Contractor shall give to the EIC JDA not less than 21 Days' notice of the date after which the Developer/Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 Days after this date, on such day or Days as the EIC JDA shall instruct.</p> <p>In considering the results of the Tests on Completion, the EIC JDA shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Developer/Contractor shall submit a certified report of the results of these Tests to the EIC JDA and offer the part for handing over.</p>
Measurement of Work Done	23.1	The only measurement for payment is the super built up area. The work is to be done as per approved detailed drawings, designs and specifications. Hence at each stage, measurements, as per IS 1200 shall be taken by the Contractor's Engineer and the EIC JDA's assistant and the , of the acceptable (as per confirmatory testing) item of work (based on approved sections, sizes, specifications and confirmed with tests) as executed in a A4 computer sheet which shall be declared as Measurement Book. These measurements shall not be less than the sizes shown on the approved drawings and shall be signed by all the three as above and cross checked by the EIC and the EIC JDA and copy of test results appended to it to form the measurement at that stage.
	23.2	The Department reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Department shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected (sections less than the approved designs and drawings or not constructed with approved specifications), as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Developer/Contractor as any other dues payable to the JDA.
	23.3	The initial levels of the ground as handed over shall also be recorded jointly by the Contractor's Engineer, Assistant to EIC JDA and the . These shall be recorded and signed by all the three. It will be checked to an extent of 25% by the EIC JDA and the EIC and signed. The Plinth Level of buildings and other structures and finished crown levels of the roads , invert levels of the drainage, sewerage etc. shall be proposed and cross checked with respect to these.

	23.4	<p>JDA or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the EIC JDA EIC or his authorized representative in charge of the work who shall within the aforesaid period of seven Days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the EIC JDA's consent being obtained in writing the same shall be uncovered at the Developer/Contractor's expense, or in default thereof no payment or allowance shall be made for such Works or the Materials with which the same was executed.</p> <p>It is also a term of his Contract that recording of measurements of any item of work in the measurement book / sheet and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it related nor shall it relieve the Developer/Contractor from liabilities from any other measurement Defects noticed till completion of the Defects liability period.</p>
	23.5	<p>Whenever the EIC J D A requires any part of the Works to be measured, reasonable notice shall be given to the Developer/Contractor's Representative, who shall:</p> <ul style="list-style-type: none"> i. promptly either attend or send another qualified representative to assist the EIC JDA in making the measurement, and ii. Supply any particulars requested by the EIC JDA.
Method of Measurement	23.6	<p>Except as otherwise stated in the Contract and not with standing local Practice and contract.</p> <ul style="list-style-type: none"> i. measurement shall be made of the net actual quantity of each item of the Permanent Works, as per IS 1200 and ii. the metDirector (Engg-I) of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
Details of rate bid, negotiations	24.1	<p>The contractor shall submit along with the financial bid a detailed estimate on market rates of all items of the total work to be done to substantiate the rates bid. These rates of various items shall be reviewed & negotiated to eliminate any arithmetical errors or upfront loadings. The final rates to be included in the Contract shall be this negotiated rate.</p>
Omission	25.1	<p>No omissions by the Contractor in his bid can be considered or valued to vary the contract rate bid. It shall be borne by the Contractor.</p>
Contract Price	26.1	<p>Unless otherwise stated in the Particular Conditions:</p> <ul style="list-style-type: none"> i. the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract; ii. the Developer/Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs .

Schedule of Payments	27.1	The schedule of payments shall be as decided in the Contract and as defined in the bid. The Developer/Contractor shall submit a non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works .
Payment of a running Bill	28.1	A running bill proportionate to the stages specified for each percentage payment shall be submitted by the Developer/Contractor to the EIC JDA for all work executed in this stage and the EIC JDA / the shall check the requisite payments due as per Contract for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of 15 days from the presentation for the bill.
Payment of Final Bill	28.2	<p>The final bill shall be submitted by the Developer/Contractor in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the EIC JDA whichever is earlier. No further claims shall be made by the Developer/Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.</p> <p>Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by JDA EIC, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the EIC JDA or his authorized Assistant Engineer,</p> <p>i. If the Tendered value of work is up to Rs. 50cr: 2 Months</p> <p>ii. If the Tendered value of work exceeds Rs. 50 crores:3 Months</p>
Final payment certificate. Final Statement.	28.3	The Developer/Contractor after obtaining the completion certificate shall submit his final payment certificate along with a final statement and apply to the EIC JDA for payment along with a copy of the completion certificate.
Payment of Developer/Contractor's Bills to Banks	28.4	Payments due to the Developer/Contractor may, if so desired by him, be made to his Bank on line instead of direct to him provided that the Developer/Contractor furnishes to the JDA EIC (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the Bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the EIC JDA, of the account or claim by payment to the Bank. Nothing herein contained shall operate to create in favor of the Bank any rights or equities vis.-a-vis. the Governor of Rajasthan. The Contractor shall acknowledge the receipt of payment to the EIC JDA/ .
Payment on Intermediate	28.5	No payment shall be made for work less than the estimated work of Rs. 25 Lakhs till the whole of the work shall have been completed and certificate of completion given. The JDA EIC

Certificate to be regarded as Advances		<p>shall arrange to have the bill verified by checking or causing to be checked, where necessary. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Developer/Contractor, to the JDA EIC or his Assistant Engineer. In the case of Works outside the headquarters of the JDA EIC the period of ten working Days will be extended to fifteen working Days.</p> <p>All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re- erected. Any certificate given by the JDA EIC relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the JDA EIC under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.</p> <p>Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per Clause 13.11 [Compensation for Delay], without prejudice to the right of the Department to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority</p>
Issue of Interim Payment Certificates	28.6	<p>No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the JDA EIC shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Employer and to the Developer/Contractor an Interim Payment Certificate which shall state the amount which the JDA EIC fairly determines to be due, with all supporting particulars for any reduction or withholding made by the JDA EIC on the Statement if any.</p> <ul style="list-style-type: none"> i. An Interim Payment Certificate shall not be withheld for any other reason, although: if anything supplied or work done by the Developer/Contractor is not in accordance with the Contract, the Cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or ii. if the Developer/Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the JDA EIC, the value of this work or obligation may be withheld until the work or obligation has been performed.
Final Payment	28.7	<p>Within 56 Days after receiving the Performance Certificate, the Developer/Contractor shall submit, to the JDA EIC, six copies of a draft final statement with supporting documents showing in detail in a form approved by the JDA EIC shall assess the value of all work done in accordance with the Contract, and any further sums which the Developer/Contractor</p>

		<p>considers to be due to him under the Contract or otherwise.</p> <p>If the JDA EIC disagrees with or cannot verify any part of the draft final statement, the Developer/Contractor shall submit such further information as the JDA EIC may reasonably require within 28 Days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Developer/Contractor shall then prepare and submit to the Engineer- in- charge the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.</p> <p>However if, following discussions between the EIC JDA, and the Developer/Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the JDA EIC shall deliver to the Employer (with a copy to the Developer/Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement.</p>
Completion Certificate and Completion Plans	29.1	<p>Within ten Days of the completion of the work, the Developer/Contractor shall give notice of such completion to the JDA EIC and within fifteen Days of the receipt of such notice the JDA EIC shall inspect the work and if there is no Defect in the work , and all NCR’s issued by the third party quality inspection agency, EIC, are complied with , shall furnish the Developer/Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating Defects:</p> <p>i. to be rectified by the Developer/Contractor and/or</p> <p>ii. For which payment will be made at reduced rates, shall be issued.</p> <p>But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the Developer/Contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus Materials, rubbish and all huts and sanitary arrangements required for his/their work people on the Site in connection with the execution of the Works as shall have been erected or constructed by the Developer/Contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the JDA EIC.</p> <p>If the Developer/Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus Materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the EIC JDA, may withhold a sum of 25% of the final payment due till the site has been completely cleared as desired.</p> <p>EIC JDA, shall inspect the work and if there is no visible defects on the face of the work, shall give the Developer/Contractor, a certificate of completion. It shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the certificate to be granted by EIC JDA , shall specifically mention the details of the visible defects along with the</p>

		estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects so pointed out have been removed.
Ensuring Payment and Amenities to Workers if Developer/ Contractor fails	30.1	<p>In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the Developer/Contractor in execution of the Works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act under the P.W.D. Developer/Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by P.W.D. Developer/Contractors, Government will recover from the Developer/Contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the Developer/Contractor whether under this Contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Developer/Contractor and upon his giving to the Government full security for all Costs for which Government might become liable in contesting such claim.</p>
With holding and lien in respect of sums due from Developer/ Contractor	31.1	<p>i. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Developer/Contractor, the EIC JDA shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the Developer/Contractor and for the purpose aforesaid, the JDA EIC shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts the JDA EIC shall be entitled to withhold and have a lien to retain to the extent of payable or which may at-any time thereafter become payable to the Developer/Contractor under the same Contract or any other Contract with the Engineer-in-Charge of the JDA pending finalization of adjudication of any such claim. It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the JDA EIC will be kept withheld or retained as such by the JDA EIC till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Clause) or by the competent court, as the case may be and that the Developer/Contractor will have no claim for interest or damages</p> <p>.whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Developer/Contractor. For the purpose of this Clause, where the Developer/Contractor is a partnership firm or a limited company, the</p>

		<p>JDA EIC or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.</p> <p>ii. Government shall have the right to cause an audit and technical examination of the Works and the final bills of the Developer/Contractor including all supporting vouchers, abstract etc., to be made within two years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Developer/Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Developer/Contractor shall be liable to refund the amount of over-payment and it shall be Lawful for Government to recover the same from him in the manner prescribed or in any other manner legally permissible; and if it is found that the Developer/Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the Developer/Contractor, without any interest thereon whatsoever.</p>
Lien in respect of claims in other Contracts	31.2	<p>Any sum of money due and payable to the Developer/Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the JDA EIC or the Government or any other Contracting person or persons through JDA EIC against any claim of the JDA EIC or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Developer/Contractor with the JDA EIC or the Government or with such person or persons.</p> <p>It is an agreed term of the Contract that the sum of money so withheld or retained under this Clause by the Engineer-in- Charge or the Government will be kept withheld or retained as such by the JDA EIC or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Clause or by the competent court, as the case may be and that the Developer/Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Developer/Contractor.</p>
Levy or Taxes payable by Developer/ Contractor	32.1	<p>i. VAT/ Sales Tax or any other taxes and duties on Materials or the Service Tax on works in respect of this Contract shall be payable by the Developer/Contractor according to Law in effect.</p> <p>ii. The Developer/Contractor shall deposit royalty and obtain necessary permit for supply of the earth, moorum, sand, aggregate, stone, kankar etc. from local authorities.</p> <p>iii. If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the Developer/Contractor to the State Government/ Local authorities in respect of any material used by the Developer/Contractor in the Works then in such a case, it</p>

		<p>shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Developer/Contractor.</p> <p>iv. In respect of works and materials procured by the Developer/Contractor, for use in works under the contract, sales tax , service tax will be paid by the Developer/Contractor himself.</p>
Release of performance security	33.1	<p>On completion of the whole of the work, part of the total amount of security shall be repaid to the Developer/Contractor after six Months of completion. However, the balance half of the total amount of security will be returned after completion of Defect Liability Period and after the JDA EIC has certified that all Defects notified by him to the Developer/Contractor before the end of this period have been corrected and also after recovery of any dues. However, for pucca works, refund of security deposit shall be after successful completion of one rainy season.</p>
Pre Check and Post Check of Bills	34.1	<p>The JDA shall have a right to provide a system of pre check of Developer/Contractor's bills by a specified organization and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor as the Government may in its absolute discretion prescribe. Any overpayments detected as a result of such pre check or post check of Developer/Contractor's bills can be recovered from the Developer/Contractor's bills, in the manner, herein provided and the Developer/Contractor will refund such excess payments.</p>
Termination by JDA/ Govt. of Rajasthan	35.1	<p>Notice to Correct:</p> <p>If the Developer/Developer/Contractor fails to carry out any obligation under the Contract, the JDA EIC may by notice require the Developer/Contractor to make good the failure and to remedy it within a specified reasonable time The Employer shall be entitled to terminate the Contract if the Developer/Contractor:</p> <ul style="list-style-type: none"> i. fails to comply with Clause 52.1 [Performance Security] ii. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract, iii. without reasonable excuse fails: <ul style="list-style-type: none"> a) to proceed with the Works in accordance with Section VII [Commencement, Delays and Suspension], or b) to comply with a notice issued under Clause 9.9 [Rejection] or Clause 9.10 [Remedial Work], within 28 Days after receiving it, iv. subcontracts the whole of the Works or assigns the Contract without the required agreement, v. becomes Bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of

		<p>these acts or events, or</p> <p>vi. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:</p> <p>(a) for doing or forbearing to do any action in relation to the Contract, or</p> <p>vi. for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or if any of the Developer/Contractor's Personnel, agents or Sub-Developer/Contractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub- paragraph (f). However, Lawful inducements and rewards to Developer/Contractor's Personnel shall not entitle termination.</p> <p>In any of these events or circumstances, the Employer may, upon giving 14 Days' notice to the Developer/Contractor, terminate the Contract and expel the Developer/Contractor from the Site. However, in the case of sub-paragraph (v) or (vi), the Employer may by notice terminate the Contract immediately.</p> <p>The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Developer/Contractor shall then leave the Site and deliver any required Works, all Developer/Contractor's Documents, and other design documents made by or for him, to the Engineer- in-charge. However, the Developer/Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.</p> <p>After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Works, Developer/Contractor's Documents and other design documents made by or on behalf of the Developer/Contractor.</p> <p>The Employer shall then give notice that the Developer/Contractor's Equipment and Temporary Works will be released to the Developer/Contractor at or near the Site. The Developer/Contractor shall promptly arrange their removal, at the risk and Cost of the Developer/Contractor. However, if by this time the Developer/Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Developer/Contractor.</p> <p>Valuation at the date of termination:</p> <p>As soon as practicable after a notice of termination under Sub-Clause147 [Termination by Employer] has taken effect, the JDA EIC shall proceed in accordance with Sub-Clause Determinations of General Conditions to agree or determine the value of the Works, Works and Developer/Contractor's Documents, and any other sums due to the Developer/Contractor for work executed in accordance with the Contract.</p>
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Payment after Termination	35.2	<p>After a notice of termination under Clause 35.1 [Termination by Employer] has taken effect, the Employer may:</p> <p>i. proceed in accordance with Clause 3.4 [Employer's Claims],</p> <p>ii. withhold further payments to the Developer/Contractor until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or</p> <p>iii. recover from the Developer/Contractor any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Developer/Contractor under Clause 35.1 [Termination by Employer]. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Developer/Contractor.</p>
JDA/Govt.'s Entitlement to Termination for Convenience	35.3	<p>If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, or a part thereof, as specified in the tender, to be carried out, the JDA EIC shall give notice, in writing, of the fact to the Developer/Contractor, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated.</p>
Termination of Contract in case of Imprisonment of Developer/ Contractor	35.4	<p>If the Developer/Contractor is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the Department shall be at liberty:</p> <p>i. To give such liquidator, receiver, or other person in whom the Contract may become vested the option of carrying out the Contract or a portion thereof to be determined by the Department, subject to his providing an appropriate guarantee for the performance of such Developer/Contractor.</p> <p>ii. To terminate the Contract, forthwith by notice in writing to the Developer/Contractor, the liquidator, the receiver or person in whom the Contract may become vested and take further action as provided in the relevant Clauses of the Contract.</p>
Termination of Contract on death of Developer/ Contractor	35.5	<p>Without prejudice to any of the rights or remedies under this Contract if the Developer/Contractor dies, the Procuring Entity on behalf of the Governor of Rajasthan shall have the option of terminating the Contract without compensation to the Developer/Contractor after the affidavit of his/ their legal heir/heirs that they are not going to be in this profession in future.</p>
Payment on	35.6	<p>After a notice of termination under Clause 35.1 [Termination by Developer/Contractor] has taken effect, the Employer shall promptly:</p>

Termination		<p>i. return the Performance Security to the Developer/Contractor, after recovering the sums due, compensations , liquidated damages levied, withholding adequate money to rectify the defective work , insurance, claims of labour, sub-Contractor etc. as decided by the Employer.</p> <p>ii. pay the Developer/Contractor in accordance with Clause 35.2 [Payment after Termination] and</p>
Corrupt or Fraudulent Practices	36.1	<p>If the JDA determines that the Developer/Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 Days notice to the Developer/Contractor, terminate the Developer/Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 35.1 shall apply as if such expulsion had been made under Sub-</p> <p>Clause 35.1 [Termination by Employer].</p> <p>Should any employee of the Developer/Contractor be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Clause 2.1.12 [Developer/Contractor's Personnel]. For the purposes of this Sub-Clause:</p> <p>i. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;</p> <p>ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;</p> <p>iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels;</p> <p>iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.</p>
Foreclosure of Contract due to abandonment or reduction in scope of work	37.1	<p>If at any time after acceptance of the Tender JDA 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 Engineer- in-Charge shall give notice in writing to that effect to the Developer/Contractor and the Developer/Contractor shall act accordingly in the matter. The Developer/Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works. The Developer/Contractor shall be paid at Contract rates for Works executed as per contract specifications at Site only.</p>
Cancellation of Contract in	37.2	<p>If the Developer /Developer/Contractor :</p> <p>i. at any time makes default in proceeding with the Works or any part of the work with due diligence and continues to do so after a notice in</p>

full or part		<p>writing of 15 Days from the JDA EIC; or</p> <p>ii. Commits default to comply with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 15 Days after a notice in writing is given to him in that behalf by the JDA EIC; or</p> <p>iii. Fails to complete the Works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in- Charge;</p> <p>iv. Shall offer or give or agree to give to any person in Government service or to any</p> <p>other person on his behalf any gift or consideration of any kind as an inducement</p> <p>or reward for doing or forbearing to do or for having done or forborne to do any act</p> <p>in relation to the obtaining or execution of this or any other Contract for Government;</p> <p>v. Shall enter into a Contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in- Charge;</p> <p>vi. Shall obtain a Contract with Government as a result of wrong Tendering or other non- bonafide methods of competitive Tendering; or</p> <p>vii. Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or</p> <p>viii. Being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager;</p> <p>ix. Shall suffer an execution being levied on his works and allow it to be continued for a period of 21 Days;</p> <p>x. Assigns, transfers, sublets (engagement of labour and a piece-work basis or of labour with Materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire Works or any portion thereof without the prior written approval of the</p>
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		<p>Competent Authority;</p> <p>The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a 30 day notice in writing to cancel the Contract as whole or only such items of work in default from the Contract.</p> <p>The J D A EIC shall on such cancellation by the Competent Authority have powers to :</p> <p>i. Take possession of the Site and any Materials, constructional plant, implements stores, etc., thereon; and/or</p> <p>ii. Carry out the incomplete work by any means at the risk and Cost of the Developer/Contractor.</p> <p>On cancellation of the Contract in full or in part, the JDA EIC shall determine what amount, if any, is recoverable from the Developer/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 of damage suffered by Government. In determining the amount, credit shall be given to the Developer/Contractor for the value of the work executed by him up to the time of cancellation, the value of Developer/Contractor's Materials taken over and incorporated in the work and use of plant and machinery belonging to the Developer/Contractor.</p> <p>Any excess expenditure incurred or to be incurred by Government in completing the Works or part of the Works or the excess loss's or damages suffered or which may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in Law be recovered from any moneys due to the Developer/Contractor on any account, and if such moneys are not sufficient the Developer/Contractor shall be called upon in writing and shall be liable to pay the same within 30 Days.</p> <p>If the Developer/Contractor fails to pay the required sum within the aforesaid period of 30 Days the JDA EIC shall have the right to sell any or all of the Developer/Contractors unused Materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Developer/Contractor under the Contract and if thereafter there be any balance is outstanding from the Developer/Contractor, it shall be recovered in accordance with the provisions of the Contract.</p> <p>Any sums in excess of the amounts due to Government and unsold Materials, constructional plant, etc., shall be returned to the Developer/Contractor, provided always that if Cost or anticipated Cost of completion by Government of the Works or part of the Works is less than the amount which the Developer/Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Developer/Contractor.</p>
Work not to be sublet. Action in case	38.1	<p>The Contract shall not be assigned or sublet without the written approval of the JDA EIC. And if the Developer/Contractor shall assign or sublet his Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to</p>

of insolvency		do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Developer/Contractor, or any of his servants or agent to any public officer or person in. the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the JDA EIC on behalf of the Governor of Rajasthan shall have power to adopt the courses specified in Clause 14.1 [When Contract can be determined/rescinded] hereof in the interest of Government and in the event of such course being adopted the consequences specified in the said Clause shall ensue.
Suspension of the work by the Contractor	39.1	If the contractor, for his own reasons and not attributable to the Employer, achieves no physical progress , and the work is suspended by him for 30 days continuously, the EIC JDA shall issue a notice of termination of the Contract and take further action as per appropriate clauses. The Contractor shall have no claim to resume the work once the notices have been issued.
Suspension of Work ordered by the Employer	39.2	<p>The Developer/Contractor shall, on receipt of the order in writing of the JDA EIC (whose decision shall be final and binding on the Developer/Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the JDA EIC may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</p> <ul style="list-style-type: none"> i. on account of any default on the part of the Developer/Contractor or; ii. for proper execution of the Works or part thereof for reasons other than the default of the Developer/Contractor; or iii. for safety of the Works or part thereof: <p>a) The Developer/Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the JDA EIC.</p> <p>b) If the suspension is ordered for reasons (i) and (ii) above, the Developer/Contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part.</p>
Work done to be open and accessible for inspection	40.1	All Works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the JDA EIC, his authorized subordinates in charge of the work and all the superior officers, officers of the third party Quality Control Agency engaged by the JDA., and the Developer/Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Developer/Contractor, either himself be present to receive orders and instructions of have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Developer/Contractor's agent shall be considered to have the same

		force as if they had been given to the Developer/Contractor himself.
Unsound, Imperfect work done.	41.1	If it shall appear to the JDA EIC or his higher authority or his authorized subordinates in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with Materials or article provided by him for the execution of the work which are unsound or of a quality inferior to that Contracted or otherwise not in accordance with the Contract the Developer/Contractor shall, on demand in writing which shall be made within the period specified in Contract Data from the JDA EIC specifying the work, Materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the Materials or articles so specified and provide other proper and suitable Materials or articles at his own charge and Cost. In the event of the Developer/Contractor failing to do so within a period specified by the JDA EIC in his demand aforesaid, then the Developer/Contractor shall be liable to pay compensation at the same rate as under Clause for non-completion of the work in time for this default
Rejection of work/payment at reduced rates.	42.1	In such case the JDA EIC may not accept the item of work may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety, durability and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and Cost or Developer/Contractor. Decision of the JDA EIC to be conveyed in writing in respect of the same will be final and binding on the Developer/Contractor
Cessation of Work and Removal of Developer/Contractor's Equipment	43.1	After a notice of termination under Clause 14.1 [Employer's Entitlement to Termination for Convenience] or Clause 14.1 [Optional Termination, Payment and Release] has taken effect, the Developer/Contractor shall promptly: <ul style="list-style-type: none"> i. cease all further work, except for such work as may have been instructed by the JDA EIC for the protection of life or property or for the safety of the Works, ii. hand over Developer/Contractor's Documents, Plant, Materials and other work, for which the Developer/Contractor has received payment, and iii. Remove all other Works from the Site, except as necessary for safety, and leave the Site.
Developer/Contractor to indemnify Government against Patent Rights	44.1	The Developer/Contractor shall fully indemnify and keep indemnified the Government Governor of Rajasthan against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the Developer/Contractor shall be immediately notified thereof and the Developer/Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the Developer/Contractor shall not be

		liable to indemnify.
Indemnities	44.2	<p>The Developer/Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</p> <p>i. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Developer/Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and</p> <p>ii. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Developer/Contractor's design (if any), the execution and completion of the Works and the remedying of any Defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</p>
Developer/ Contractor's Care of the Works	45.1	<p>The Developer/Contractor shall take full responsibility for the care of the Works and Works from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Clause 46.1 [Taking Over of the Works and Sections] for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</p> <p>After responsibility has accordingly passed to the Employer, the Developer/Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.</p> <p>If any loss or damage happens to the Works, Works or Developer/Contractor's Documents during the period when the Developer/Contractor is responsible for their care, from any cause not listed in Clause 47.1 [Employer's Risks], the Developer/Contractor shall rectify the loss or damage at the Developer/Contractor's risk and Cost, so that the Works, Works and Developer/Contractor's Documents conform with the Contract.</p> <p>The Developer/Contractor shall be liable for any loss or damage caused by any actions performed by the Developer/Contractor after a Taking-Over Certificate has been issued. The Developer/Contractor shall also be liable for any loss or damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Developer/Contractor was liable.</p>
	45.2	All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the

		Developer/Contractor.
Taking Over the Work & Sections	46.1	<p>Except as stated in Clause 9.8 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Clause 13.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.</p> <p>The Developer/Contractor may apply by notice to the JDA EIC for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Developer/Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Developer/Contractor may similarly apply for a Taking-Over Certificate for each Section.</p> <p>The JDA EIC shall, within 28 Days after receiving the Developer/Contractor's application:</p> <ul style="list-style-type: none"> i. issue the Taking-Over Certificate to the Developer/Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or ii. reject the application, giving reasons and specifying the work required to be done by the Developer/Contractor to enable the Taking-Over Certificate to be issued. The Developer/Contractor shall then complete this work before issuing a further notice under this Sub-Clause. <p>If the JDA EIC fails either to issue the Taking-Over Certificate or to reject the Developer/Contractor's application within the period of 28 Days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.</p>
Taking over of Parts of the Works	46.2	<p>The JDA EIC may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the JDA EIC has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:</p> <ul style="list-style-type: none"> i. the part which is used shall be deemed to have been taken over as from the date on which it is used, ii. the Developer/Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and

		<p>iii. if requested by the Developer/Contractor, the JDA Resident Manager shall issue a Taking-Over Certificate for this part.</p> <p>After the JDA EIC has issued a Taking-Over Certificate for a part of the Works, the Developer/Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Developer/Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.</p> <p>If the Developer/Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Developer/Contractor, the Developer/Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer- in-charge shall proceed in accordance with Clause 4.5 [Determinations] to agree or determine this Cost and profit.</p> <p>If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The JDA EIC shall proceed in accordance with Clause 4.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Clause 13.11[Compensation for Delay], and shall not affect the maximum amount of these damages.</p> <p>Upon the issue of a Taking-Over Certificate, the Developer/Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Developer/Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Developer/Contractor shall leave that part of the Site and the Works in a clean and safe habitable condition. However, the Developer/Contractor may retain on Site, during the Defects liability Period, such Works, equipment as are required for the Developer/Contractor to fulfill obligations under the Contract.</p>
Employer's Risk	47.1	<p>The risks referred to in Clause 47.2 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:</p> <p>i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>ii. rebellion, terrorism, sabotage by persons other than the Developer/Contractor's Personnel, revolution, insurrection, military or</p>

		<p>usurped power, or civil war, within the Country,</p> <p>iii. riot, commotion or disorder within the Country by persons other than the Developer/Contractor's Personnel,</p> <p>iv. munitions of war, explosive Materials, ionizing radiation or contamination by</p> <p>v. radio-activity, within the Country, except as may be attributable to the Developer/Contractor's use of such munitions, explosives, radiation or radio-activity,</p> <p>vi. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds</p> <p>vii. use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,</p> <p>viii. design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and</p> <p>ix. Any operation of the forces of nature which is Unforeseeable or against which an experienced Developer/Contractor could not reasonably have been expected to have taken adequate preventive precautions.</p>
Consequences of Employer's Risks	47.2	<p>If and to the extent that any of the risks listed in Clause 47.1 above results in loss or damage to the Works, Works or Developer/Contractor's Documents, the Developer/Contractor shall promptly give notice to the JDA EIC and shall rectify this loss or damage to the extent required by the JDA EIC.</p> <p>If the Developer/Contractor suffers delay , the Developer/Contractor shall give a further notice to the JDA EIC and shall be entitled subject to Clause 54.1 [Developer/Contractor's Claims] to:</p> <p>i. An extension of time for any such delay, if completion is or will be delayed, under Clause 13.4 [Extension of Time for Completion], and</p> <p>ii. After receiving this further notice, the JDA EIC shall proceed in accordance with Clause 4.5 [Determinations] to agree or determine these matters.</p>
Intellectual and Industrial Property Rights	48.1	<p>In this Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.</p> <p>Whenever a Party does not give notice to the other Party of any claim within 28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Clause.</p> <p>The Employer shall indemnify and hold the Developer/Contractor harmless against and from any claim alleging an infringement which is or</p>

		<p>was:</p> <p>i. an unavoidable result of the Developer/Contractor's compliance with the Contract, or</p> <p>ii. a result of any Works being used by the Employer:</p> <p>a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</p> <p>b) in conjunction with anything not supplied by the Developer/Contractor, unless such use was disclosed to the Developer/Contractor prior to the Base Date or is stated in the Contract</p> <p>The Developer/Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Works, or (ii) any design for which the Developer/Contractor is responsible.</p> <p>If a Party is entitled to be indemnified under this Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party</p>
Limitation of Liability	49.1	<p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 13.11 [Compensation for Delay]; Clause 16.3 [Cost of Remedying Defects]; Clause 35.2 [Payment after Termination]; Clause 35.2 [Payment on Termination]; Clause 44.2 [Indemnities]; Clause 47.2 [Consequences of Employer's Risks] and Clause 48.1 [Intellectual and Industrial Property Rights].</p> <p>The total liability of the Developer/Contractor to the Employer, under or in connection with the Contract other than under Clause 5.19 [Electricity, Water and Gas], Clause 44.2 [Indemnities] and Clause 48.1 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.). This Sub-clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party</p>
Definition of Force Majeure	50.1	<p>In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <p>i. which is beyond a Party's control,</p>

		<p>ii. which such Party could not reasonably have provided against before entering into the Contract,</p> <p>iii. which, having arisen, such Party could not reasonably have avoided or overcome, and which is not substantially attributable to the other Party.</p> <p>iv. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:</p> <p>vi. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</p> <p>vii. rebellion, terrorism, sabotage by persons other than the Developer/Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,</p> <p>viii. riot, commotion, disorder, strike or lockout by persons other than the Developer/Contractor's Personnel,</p> <p>ix. munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Developer/Contractor's use of such munitions, explosives, radiation or radio-activity, and ex. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.</p> <p>x. Any act of God beyond the control of either party.</p>
Notice of Force Majeure	50.2	<p>If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p>
Duty to Minimize Delay on a/c of force majeure	50.3	<p>Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.</p> <p>A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
Consequences of Force Majeure	50.4	<p>If the Developer/Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under Clause 50.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Developer/Contractor shall be entitled subject to Clause 54.1[Developer/Contractor's Claims] to:</p> <p>i. an extension of time for any such delay, if completion is or will be delayed, under Clause 13.4 [Extension of Time for Completion], and</p>

		<p>ii. if the event or circumstance is of the kind described in Clause 50.1 [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the Costs of rectifying or replacing the Works and/or Works damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Clause 52.2 [Insurance for Works and Developer/Contractor's Equipment].</p> <p>After receiving this notice, the JDA EIC shall proceed in accordance with Clause 4.5 [Determinations] to agree or determine these matters.</p>
Force Majeure Affecting Sub-Developer/Sub-Contractor	50.5	<p>If any Sub-Developer/Sub-Contractor is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Developer/Contractor's non-performance or entitle him to relief under this Clause.</p>
Termination due to long period of force majeure, Payment and Release	50.6	<p>If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under Clause 50.2 [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice period expires, and the Developer/Contractor shall proceed in accordance with Clause 43.1 [Cessation of Work and Removal of Developer/Contractor's Equipment].</p> <p>Upon such termination, the JDA EIC shall determine the value of the work done and issue a Payment Certificate which shall include:</p> <ul style="list-style-type: none"> i. the amounts payable for any acceptable work carried out for which a price is stated in the Contract; ii. The costs or sums due against the Developer/Contractor on account of compensations, insurance or reconstruction of non-acceptable works shall be deducted from the amount due arrived at by the EIC JDA.
Release from Performance	51.1	<p>Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their Contractual obligations or which, under the Law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:</p> <ul style="list-style-type: none"> i. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

		<p>ii. the sum payable by the Employer to the Developer/Contractor shall be the same as would have been payable under Clause 35.6 [Payment on Termination] if the Contract had been terminated under Clause 35.6</p>
<p>General Requirements for Insurance</p>	52.1	<p>In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Clause.</p> <p>Wherever the Developer/Contractor is the insuring Party, each insurance shall be effected in the joint name of the Employer and the Developer/Contractor, with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of issue of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.</p> <p>Wherever the Employer is the insuring Party (on failure of the Developer/Contractor in insuring within the given time) , each insurance shall be effected with insurers and in terms acceptable to the Developer/Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.</p> <p>If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Developer/Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer’s Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.</p> <p>Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.</p> <p>The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:</p> <p>i. evidence that the insurances described in this Clause have been effected, and</p> <p>ii. copies of the policies for the insurances described in Clause 52.2 [Insurance for Works and Developer/Contractor’s Equipment] and Clause 52.3[Insurance against Injury to Persons and Damage to Property].</p> <p>When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted,</p>

		<p>the insuring Party shall also give notice to the EIC JDA .</p> <p>Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.</p> <p>Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.</p> <p>If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.</p> <p>Nothing in this Clause limits the obligations, liabilities or responsibilities of the Developer/Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Developer/Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.</p>
Insurance for Works and Developer/ Contractor's Equipment	52.2	<p>The insuring Party shall insure the Works, Plant, Materials and Developer/Contractor's Documents for not less than the 1.20 times (one hundred twenty percent of the full cost) of the full reinstatement Cost including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under Clause 52.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.</p> <p>The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Developer/Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Developer/Contractor in the course of any other operations including those under Defect Liability.</p> <p>The insuring Party shall insure the Developer/Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Developer/Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer</p>

		<p>required as Developer/Contractor's Equipment.</p> <p>Unless otherwise stated in the Particular Conditions, insurances under this Clause:</p> <ul style="list-style-type: none"> i. shall be effected and maintained by the Developer/Contractor as insuring Party, ii. shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the Costs of rectifying the loss or damage, iii. shall cover all loss and damage from any cause not listed in Clause 47.1 [Employer's Risks], iv. shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in Clause 47.1[Employer's Risks], excluding (in each case) risks which are not insurable.
<p>Insurance against Injury to Persons and Damage to Property</p>	52.3	<p>The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Clause 52.2 [Insurance for Works and Developer/Contractor's Equipment]) or to any person (except persons insured under Clause 52.4 [Insurance for Developer/Contractor's Personnel], which may arise out of the Developer/Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.</p> <p>This insurance shall be for a limit per occurrence of not less than the amount of Rs. one lac (as stated in the Contract Data) , with no limit on the number of occurrences.</p> <p>Unless otherwise stated in the Conditions, the insurances specified in this Clause:</p> <ul style="list-style-type: none"> i. shall be effected and maintained by the Developer/Contractor as insuring Party, ii. shall be in the joint names of the Parties, iii. shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 52.2 [Insurance for Works and Developer/Contractor's Equipment]) arising out of the Developer/Contractor's performance of the Contract, and iv. may however exclude liability to the extent that it arises from: <ul style="list-style-type: none"> a) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works, b) damage which is an unavoidable result of the Developer/Contractor's

		<p>obligations to execute the Works and remedy any Defects, and</p> <p>c) a clause listed in Clause 47.1 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.</p>
Insurance for Developer/ Contractor's Personnel	52.4	<p>The Developer/Contractor shall effect and maintain adequate insurance in the joint name of the Employer and himself , against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Developer/Contractor or any other of the Developer/Contractor's Personnel.</p> <p>The insurance shall cover the Employer and the Employer's Engineers/personnel, EIC, Third party quality assurance agency's personnel against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Developer/Contractor or any other of the Developer/Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.</p> <p>The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Sub-Developer/Sub-Contractor's employees, the insurance may be effected by the Sub-Developer/Sub-Contractor, but the Developer/Contractor shall be responsible for compliance with this Clause.</p>
Recovery	53.1	<p>Any amount found recoverable from the Developer/Contractor shall be first recovered from the amounts due to the Developer/Contractor, or the security deposit or the sale proceeds of the Performance guarantee and if all these are not available as public demand under the Rajasthan Public Demands Recovery Act. without prejudice to any other mode of recovery.</p> <p>Whenever any claim against the Developer/Contractor for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such a sum by appropriating, in part or whole of the Performance Security or Security Deposit and/or the Security Deposit at the time of enlistment of the Developer/Contractor. In the event of the security being insufficient or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Developer/Contractor, under this Contract with the Governor of Rajasthan. Should this sum not be sufficient to cover the full amount recoverable, the Developer/Contractor shall pay the Department on demand the balance remaining dues.</p>
Developer/ Contractor's Claims on extension of	54.1	<p>Since it is an EPC contract, no claims for extra work are admissible.</p>

time		<p>The notice shall be given as soon as practicable, and not later than 30Days after the Developer/Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Developer/Contractor fails to give notice of a claim within such period of 30 Days, the Time for Completion shall not be extended, the Developer/Contractor shall not be entitled to additional time, and the EIC JDA/Govt. shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.</p> <p>The developer/Developer/Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Developer/Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the EIC JDA , Without admitting the Employer's liability, the EIC JDA may, after receiving any notice under this Clause, monitor the record- keeping and/or instruct the Developer/Contractor to keep further contemporary records. The developer/Developer/Contractor shall permit the EIC JDA to inspect all these records, and shall (if instructed) submit copies to the EIC JDA</p> <p>Within 28 Days after the Developer/Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Developer/Contractor and approved by the EIC JDA, the Developer/Contractor shall send to the EIC JDA a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <ul style="list-style-type: none"> i. this fully detailed claim shall be considered as interim; ii. the Developer/Contractor shall send further interim claims at monthly intervals, giving the accumulated delay claimed, and such further particulars as the EIC JDA may reasonably require; and iii. the Developer/Contractor shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Developer/Contractor and approved by the EIC JDA . <p>Within 28 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the EIC JDA and agreed by the Developer/Contractor, the EIC JDA shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.</p> <p>Within the above defined period of 28 Days, the EIC JDA shall proceed in accordance with Clause 4.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion</p>
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		<p>(before or after its expiry) in accordance with Clause 13.4 [Extension of Time for Completion], to which the Developer/Contractor is entitled under the Contract.</p> <p>If the JDA EIC does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the EIC JDA and any of the Parties may refer to the Dispute resolution in accordance with Sub-Clause 54.1 [Developer/Contractor's Claims].</p> <p>The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Developer/Contractor fails to comply with this or another Clause in relation to any claim, any extension of time shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.</p>
Extra Claims	54.2	<p>Since it is an EPC contract, no extra claims on additional costs on any grounds are admissible. The Contractor is expected to include all anticipated extras in his bid rate.</p>
Claims , Dispute Resolution and Arbitration	55.1	<p>The claims and disputes if any during the procurement process I, e bidding shall be first resolved by the Secretary ,UDH. / ACS, UDH</p> <p>The dispute resolution during execution of works shall be resolved through the dispute resolution mechanism as per Appendix B</p>

SPECIAL CONDITIONS OF CONTRACT

Contract Data:

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

- GCC 1.1.1(ix)** The Procuring Entity is: -Executive Committee ,Jaipur Development Authority ,Jaipur
- GCC 1.1.1(xiv)** The Site is: Various JDA Schemes
- GCC 2.4** The language shall be: English
- GCC 3.2.1** The individuals or firms in a joint venture, consortium or association will be jointly and severally liable.
- GCC 2.5.1** For notices, the Procuring Entity's address shall be:
Jaipur Development Commissioner,
Jaipur Development Authority,
Indira Circle, J.L.N. Marg,
Jaipur-302004
- GCC 2.6** The governing law shall be: Law of India
- GCC 5.2** The formal mechanism for the resolution of disputes shall be: Appendix B
- GCC 3.4** The scope of work shall be defined in: Bid document and the Manual of Standards and specifications.
- GCC 4.2.1** The terms of payment shall be: As per bid document
- GCC 4.2.4** The currencies for payments shall be: Indian Rupees
- GCC 4.4.1** The Developer shall provide a Performance Security of one percent of the Contract value. The Performance Security shall be denominated in the Indian Rupees.
- GCC 4.4.3** The types of acceptable Performance Securities are: BG
- GCC 4.4.4** Discharge of Performance Security shall take place: After the expiry of the defect liability period.
- GCC 2.11.1** The insurance coverage shall be in the joint name of the Employer and the bidder and in accordance with: Contractor's All Risk insurance.
- GCC 2.12.1** Obligations for quality of execution of works shall be in accordance with: the Manual of standards and specifications
- GCC 2.13.2** The works are subject to mandatory third part quality inspections.
- GCC 4.5.1** The maximum amount of liquidated damages (Compensation) shall be: 10% of project cost.
- GCC 4.6.3** The period of validity of the Performance BG shall be: up to 60 Days beyond expiry of the defect liability period

Others:

- i) The developer shall complete a sample flat in all respects to be approved by JDA and all other flats shall be as per this approved flat.
- ii) The flats shall be multistoried, to be constructed as per approved model.
- iii) The flats shall have the plinth area as per approved plans.
- iv) The developer shall also motivate the dwellers to form a society for maintenance and the final possession shall then only be taken over after the defect liability period.
- v) The designs submitted by the Developer/Contractor shall be proof checked by MNIT Faculty or any IIT with the due consent of the employer.

Jaipur Development Authority, Jaipur

:: FINANCIAL BID ::

Name of Work:- Large scale Low cost Housing projects for EWS & LIG category under the CHIEF MINISTER'S JAN AWAS YOJNA- 2015 provision 4A(II) of the Policy on following JDA plots

Name of Developer:-

We hereby quote our financial rates as below

S.No.	PLOT	SCHEME	PLOT AREA (SQM)	Total Super Built-up Area (Sqft.)	Rate to be quoted per Sqft.	Amount
1	Plot No-1	Kheda Jagannath Pura	14593.75	268483.09		
2	Plot No-A2 & A6,	Surya Nagar	10800.00	228886.72		
3	Plot No-1 & 2	Abhinav Vihar Ext.	10352.08	194807.65		
4	Plot No-GH-5 & GH-6	Anand Vihar	12314.24	246561.10		
5	Plot No-GH-4 & GH-5	Shaurya Nagar	10258.66	198330.26		

Note: - The Bidder may opt bidding for one or more plots in above format by depositing Bid Security of each plot for which the rate is quoted

In case a Developer submits bid for more than one plot than he has to ensure that his net worth is as many times as required under 1A (ii) of chapter 3 of policy, as number of plots he is bidding for, failing which he would be considered not qualified for all bids and his all financial bids will not be considered.

Actual super built-up area shall be payable.

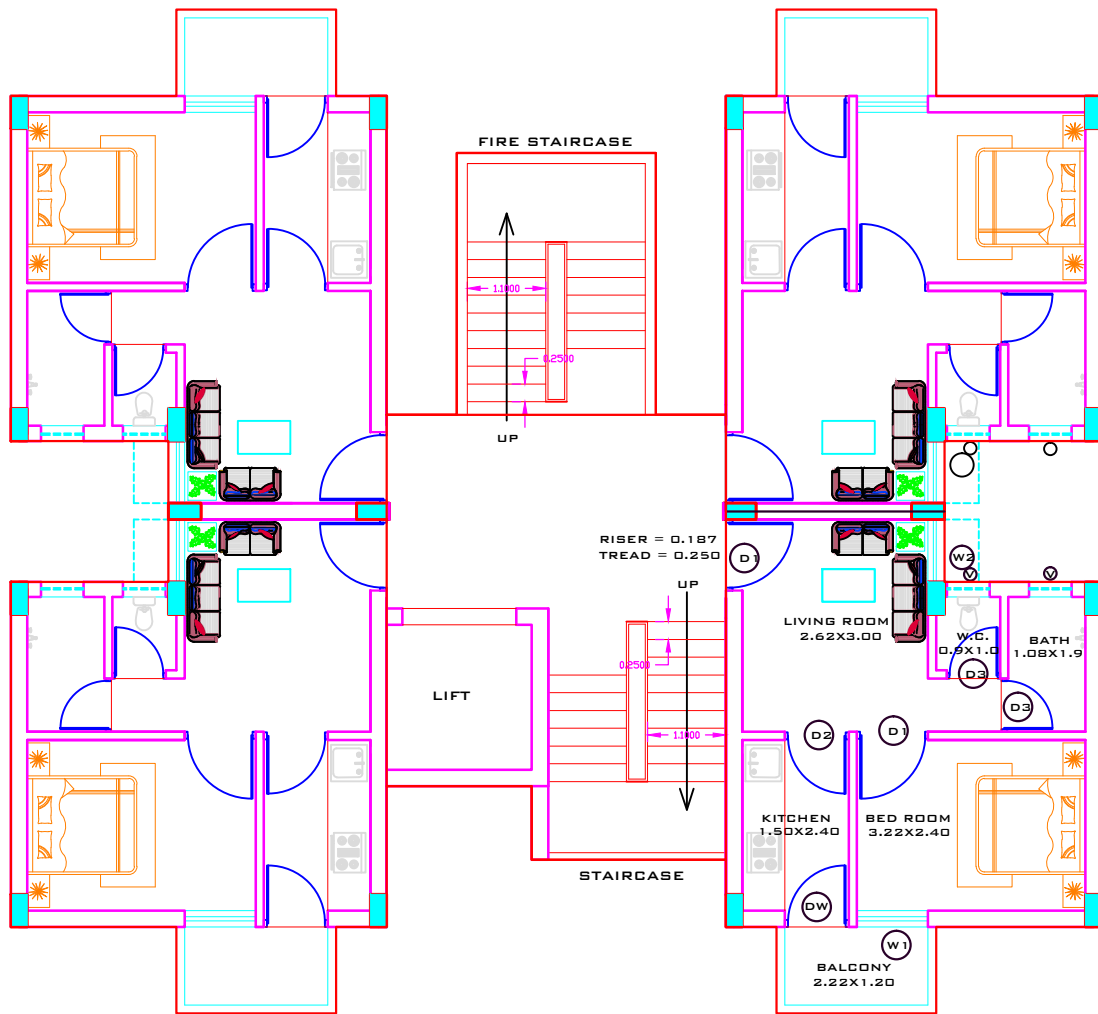
Rate to be quoted should not be more than Ceiling Rate of Rs.1000.00 Per Sqft.

**Signature of Bidder
Name & Address of Bidder**

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

:: Details of Flats & Total Super Built-Up Area ::

S.No.	Name of Plots	Location	Plot Area (Sqm.)	Prop. Nos of Flats		Total Nos of Flats	Super Built-up Area (Sqm.)		Total Super Built-up Area (Sqm.)	FAR		Nos of Storey
				EWS	LIG		EWS	LIG		Perm.	Achd.	
	1	2	3	4	5	6 = (4+5)	7	8	9 = (4x7) + (5x8)	10	11	12
1	Plot No-1	Kheda Jagannath Pura	14593.75	288	252	540	39.59	53.77	24951.96	2.25	1.72	G+8
2	Plot No-A2 & A6,	Surya Nagar	10800.00	320	160	480	39.59	53.77	21272.00	2.25	1.96	G+9
3	Plot No-1 & 2	Abhinav Vihar Ext.	10352.08	240	160	400	39.59	53.77	18104.80	2.25	1.75	G+9
4	Plot No-GH-5 & GH-6	Anand Vihar	12314.24	280	220	500	39.59	53.77	22914.60	2.25	1.87	G+9
5	Plot No-GH-4 & GH-5	Shaurya Nagar	10258.66	270	144	414	39.59	53.77	18432.18	2.25	1.79	G+8
			58318.73	1398.00	936.00	2334.00	197.95	268.85	105675.54			



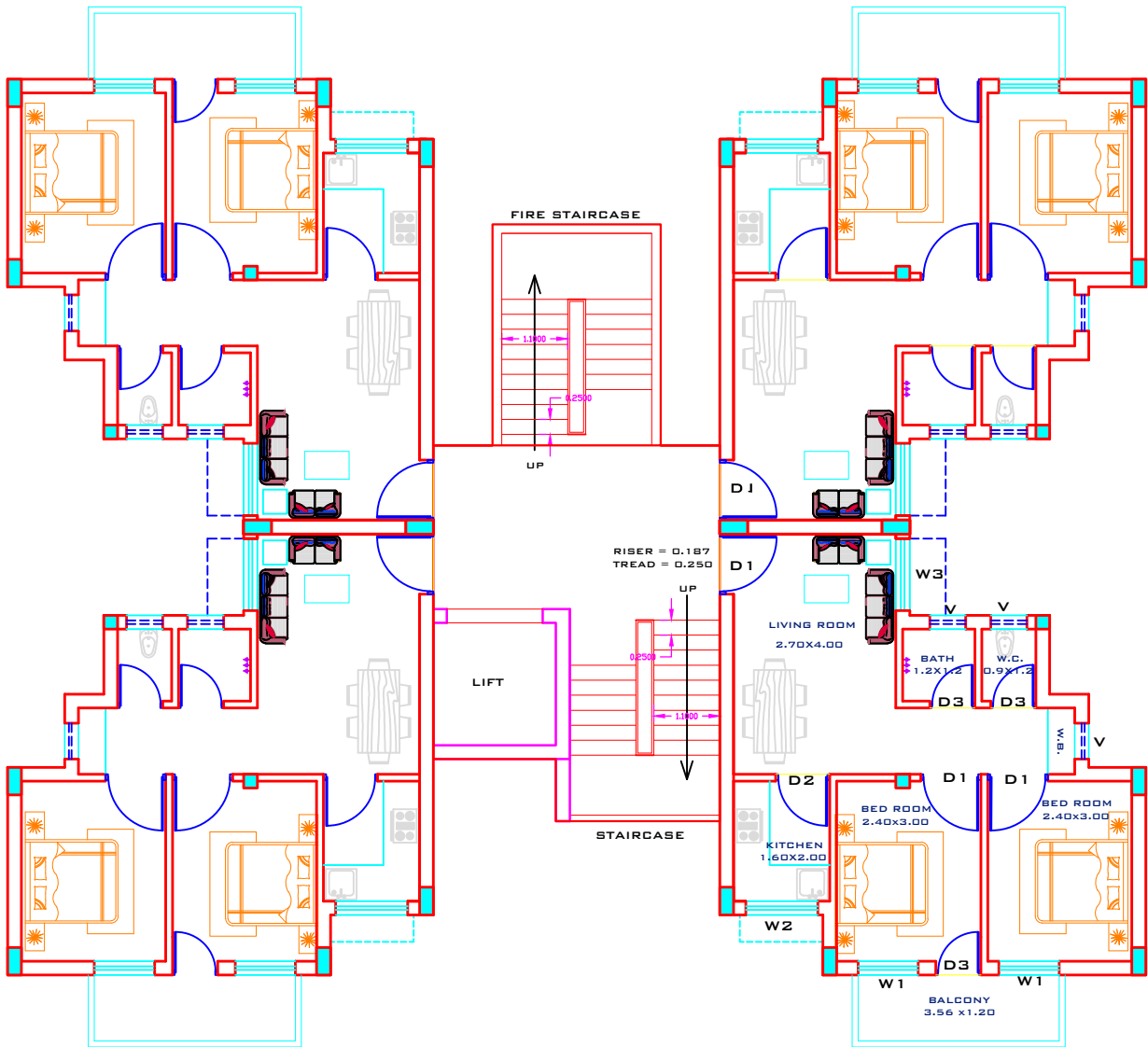
TYPE DESIGN EWS BLOCK

BUILT UP AREA - 30.09 SQMT

SUPER BUILT UP AREA - 39.59 SQMT

GROUND COVERAGE PER FLOOR - 142.66 SQMT

FAR PER FLOOR - 115.00 SQMT



TYPE DESIGN LIG BLOCK

BUILT UP AREA - 44.27 SQMT

SUPER BUILT UP AREA - 53.77 SQMT

GROUND COVERAGE PER FLOOR - 196.30 SQMT

FAR PER FLOOR - 168.56 SQMT



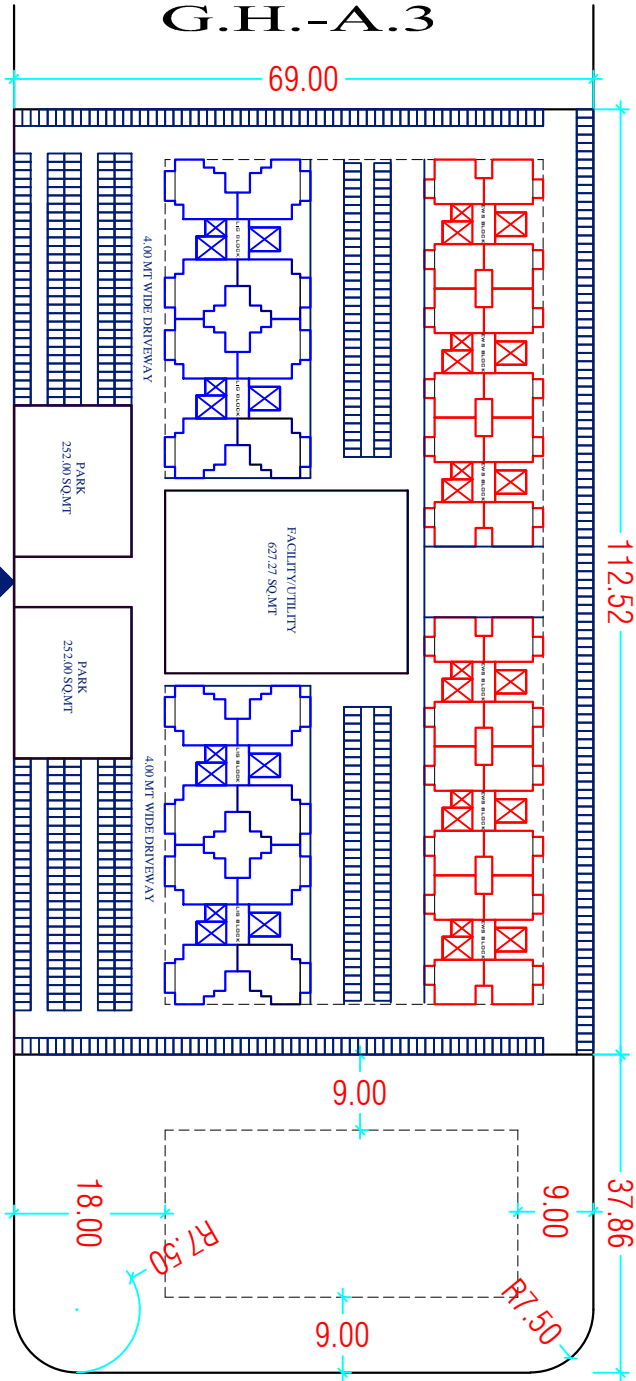
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



ROAD 18.00 MT. WIDE

G.H.-A.3

ROAD 48.00 MT. WIDE



R/W 18.00 MT

J. D. A

TOTAL PLOT AREA - 10352.08 SQ.MT
PLOT AREA OF 75 % (EWS/LIG) - 7763.88 SQ.MT
PLOT AREA OF 25 % - 2588.20 SQ.MT

	PERMISSIBLE	ACHIEVED
HEIGHT	90 MT.	30 MT.(G+9)
G/C COVERAGE	50 %	21.13 %
FAR	2.25	1.75

S NO	CATEGORY	NO OF FLAT	NO OF REQUIRED TWO WHEELER PARKING
1	EWS	240	240
2	LIG	160	320
TOTAL		400	560

TOTAL NO OF SCOOTER PARKING PROVIDED - 828

SET BACK.
FRONT :- 18.00 MTS.
REAR :- 6.00 MTS.
BOTH SIDE :- 6.00 MTS.
GROUND COVERAGE :-
HEIGHT :-

PROPOSED LAYOYT PLAN OF
EWS/LIG PLOT NO. 1 & 2 SCHEME
-ABHINAV VIHAR EXT.
VILLAGE-TITARIYA, JAIPUR

N	SCALE - NTS
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ROAD 12.00 MT. WIDE

104.48

38.15

J. D. A

TOTAL PLOTA AREA - 12314.24 SQ.MT
PLOT AREA OF 75 % (EWS/LIG) - 9235.70 SQ.MT
PLOT AREA OF 25 % - 3078.54 SQ.MT

	PERMISSIBLE	ACHIEVED
HEIGHT	60 MT.	30 MT.(G+9)
G.COVERAGE	50 %	22.50 %
FEAR	2.25	1.87

S.NO	CATEGORY	NO OF FLAT	NO OF REQUIRED TWO WHEELER PARKING
1	EWS	280	280
2	LIG	220	440
	TOTAL	500	720

TOTAL NO OF SCOOTER PARKING PROVIDED - 762

SET BACK.
FRONT :- 15.00 MTS.
REAR :- 6.00 MTS.
BOTH SIDE :- 6.00 MTS.

ROAD 24.00 MT. WIDE

9.00

9.00

79.10

9.00

15.00

38.36

93.78

105.03

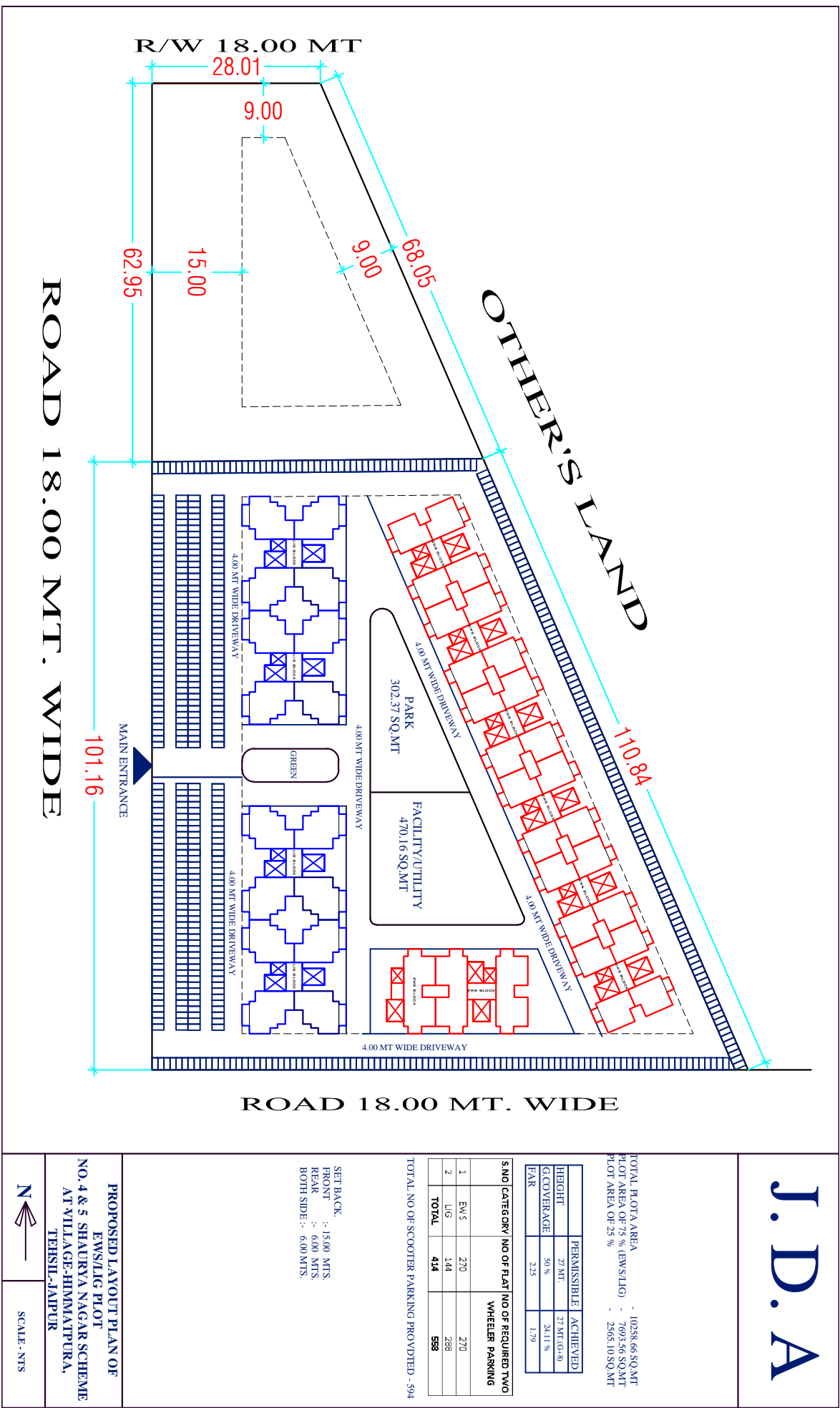
ROAD 30.00 MT. WIDE

MAIN ENTRANCE

PROPOSED LAYOUT PLAN OF
EWS/LIG PLOT
NO. 5 & 6 IN ANAND VIHAR SCHEME
VILLAGE PRITHVISINGHPURA
JAYSINGHPURA KANKRODA, ON
AJMER ROAD, JAIPUR



SCALE - NTS



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Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR.

Name of Work: Large scale Low cost Housing projects for EWS & LIG category under the CHIEF MINISTER'S JAN AWAS YOJNA- 2015 provision 4A(II) of the Policy on following JDA plots

Contract No: NIB No: JDA/EE (Housing-II)/05/2015-2016

Bidder Name :

PRICE SCHEDULE
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	PLOT & NAME OF SCHEME	Plot Area (Sqm)	Total Super Built-up Area (Sqft.)	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6 (4+5)	7
1	Plot No-1 Kheda Jagannath Pura	14593.7500	268483.0900		0.00	INR Zero Only
2	Plot No-A2 & A6, Surya Nagar	10800.0000	228886.7200		0.00	INR Zero Only
3	Plot No-1 & 2 Abhinav Vihar Ext.	10352.0800	194807.6500		0.00	INR Zero Only
4	Plot No-GH-5 & GH-6 Anand Vihar	12314.2400	246561.1000		0.00	INR Zero Only
5	Plot No-GH-4 & GH-5 Shaurya Nagar	10258.6600	198330.2600		0.00	INR Zero Only

Total in Figures 0.00 INR Zero Only

Quoted Rate in Words INR Zero Only