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कार्यालय टिप्पणी

जयपुर विकास प्राधिकरण

Subject: Permission for inviting Short Term NIB for the work" Construction of Underpass to connect SMS Hospital & Trauma Centre(ITO), Jaipur.

1.

The work of Construction of Underpass to connect SMS Hospital & Trauma Centre (ITO), Jaipur. sanctioned vide A&F sanction No.JDA/EE Housing II/A & F/2016-2017/Dec/221 date 13/12/2016 amounting to Rs. 14,92,67,787.00.

The work is required to be taken up early before the monsoon season and the time left is less so permission may be granted for inviting short term NIB .

The draft of NIB is enclosed for kind perusal and approval please. The competency for giving permission for short term NIB lies with Jaipur Development Commissioner. Submitted for approval please.

S.E - VI (ROB)

For approval pl.

ACE III

DEI

DEI

23/3

DEI

DEI

SE VI

XG ROB II

JA

22/3/17
ROB/RUB-II
JDA, Jaipur

22/3/17

22/3

22/3/17
(एन. सी. पांडे)
मि. सी. पांडे

22/3/17

23/3/17

23/3/17

23/3

22-3-17
22-3-17

22/3/17
22/3/17

Template of NIB for Publication in News Paper

JAIPUR DEVELOPMENT AUTHORITY

Office of Executive Engineer (ROB/RUB-II), Room No. 107, Citizen Care Centre Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004

Telephone : + 91-141-2569696 e.mail : ee.rob2@jaipurjda.org

No : JDA/EE-ROB/RUB-II /2016-17/D- 81

Dated: 23-03-17


SHORT TERM NOTICE INVITING BID

NIB NO: EE ROB/RUB-II/06/2016-17

Online Bids are invited up-to 6.00 PM on 17.04.2017 for the work of "Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur. Estimated cost of the work is **Rs. 1070.00 Lacs**. The last date for Applying Bid and making online payment on JDA portal is up-to **6.00PM** on 17.04.2017. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and ww.jda.urban.rajasthan.gov.in.

To participate in the bid, the bidder should be :

1. Registered on JDA website www.jda.urban.rajasthan.gov.in
For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee, RISL Processing Fee online only and Bid Security Deposit either online or in the form of Bank Guarantee.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.


Executive Engineer (ROB/RUB-II)
JDA, Jaipur

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल जे.एल.एन. मार्ग, जयपुर

क्रमांक : जविप्रा/EE/ ROB RUB-II/2017/डी-81


दिनांक: 23-03-17

अल्पकालीन बिड़ सूचना-जविप्रा/अधि.अभि. (आर.ओ.बी./आर.यू.बी.-I)/सं. 06/2016-17

जयपुर विकास प्राधिकरण द्वारा एस.एम.एस. अस्पताल एवं ट्रोमा सेन्टर (आई.टी.ओ) के मध्य अन्डरपास के निर्माण कार्य के लिए अनुमानित लागत राशि रुपये 1070.00 लाख की निविदाएं आमंत्रित की जाती है। निविदा डालने की अन्तिम तिथि 17.04.2017 को सॉय 6.00 बजे तक व जविप्रा में ऑनलाईन भुगतान दिनांक 17.04.2017 सॉय 6.00 बजे तक किया जा सकता है। विस्तृत विवरण अधोहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.SPPP.rajasthan.gov.in, www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर देखा जा सकता है।

निविदादाता को बिड़ में भाग लेने हेतु :-

1. जयपुर विकास प्राधिकरण की वेबसाईट www.jda.urban.rajasthan.gov.in पर पंजीकृत होना आवश्यक है। निविदा दाता को निविदा शुल्क, आर.आई.एस.एल. प्रक्रिया शुल्क ऑनलाईन ही जमा करानी होगी एवं बिड़ सिक्योरिटी ऑनलाईन व बैंक गारण्टी के रूप में भी जमा करायी जा सकेगी।
2. ऑनलाईन बिड़ में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत होना आवश्यक है।


अधिशायी अभियन्ता (ROB RUB-II)
जविप्रा जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Office of Executive Engineer (ROB/RUB-II), Room No. 107, Citizen Care Centre Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004

Telephone: + 91-141-2569696 e.mail: ee.rob2@jaipurjda.org

No : JDA/EE-ROB/RUB-II/2016-17/D- 81

Dated : 23.03.17

SHORT TERM NOTICE INVITING BID

NIB NO: EE ROB/RUB-II/06/2016-17

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer(ROB/RUB-II), Jaipur Development Authority ➤ Address : Room No. 107, 1st floor, Citizen Care Centre Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004 (Rajasthan) ➤ Email : ee.rob2@jaipurjda.org
Subject Matter of Procurement	Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.
Bid Procedure	<ul style="list-style-type: none"> ➤ Post qualification open competitive bidding as per e-Bid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites : www.sppp.rajasthan.gov.in, ➤ www.eproc.rajasthan.gov.in, ➤ www.jda.urban.rajasthan.gov.in
Estimated Procurement Cost	INR 1070.00 Lakhs (Rupees one thousand seventy lacs only)
Website for online Bid application and payment	<p>Website : www.jda.urban.rajasthan.gov.in (for online payments)</p> <p>The Bidder if apply for this Bid, has to pay the following Fees.</p> <p>(a) Online only :-</p> <p>(i) Bidding Document fee : Rs.1000.00/- (Rupees One Thousand only)</p> <p>(ii) RISL Processing Fee : Rs 1000.00 (Rupees One Thousand only)</p> <p>(b) Online/ Bank Guarantee:-</p> <p>(iii) Bid Security Deposit (BSD) :- As detailed below</p>
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2 % (Rs. 21.40 Lakhs) (For AA class contractor registered in other department), ➤ 0.5 % (Rs. 5.35 Lakhs) for Bidder registered as contractor in JDA.

	<ul style="list-style-type: none"> ➤ BSD can be deposited either Online or in the form of Bank Guarantee. The bidder will provide details of BG viz No., Issue date, Expiring date etc., on Online tendering system of JDA. ➤ The original BG will be physically handed over in JDA as detailed below. ➤ A copy of this BG is to be attached with the document during uploading.
Publishing date on SPP Portal	27.03.2017
Start Date :- On JDA Portal for applying bid and making on line payment End date :- on JDA Portal for applying bid and making on line payment (www.jda.urban.rajasthan.gov.in)	27.03.2017 17.04.2017 upto 6:00 PM
Start Date :- On eProc Portal of GoR for Bid submission End Date :- On eProc Portal of GoR for Bid submission (www.eproc.rajasthan.gov.in)	27.03.2017 17.04.2017 upto 6:00 PM
Physical BG submission Start date	18.04.2017 at 10:00 AM
Physical BG submission End date	19.04.2017 upto 3:00 PM
Place of submission of Physical BG	➤ Nodal officer (Tendering)/ DD&B, Room No MB-SF-213 of main building JDA, Jaipur
Date/Time Place of Technical Bid Opening	➤ 19.04.2017 at 4.00 PM in Room No CCC-TF-309, third floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Date/Time/Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Will be intimated later to the technically qualified bidders on eproc portal. ➤ Room No CCC-TF-309, third floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period of completion of work	➤ 15 Months
Job No.	➤ JDA/EE Housing II/A & F/2016-2017/Dec/221 dated 13.12.2016.
<ul style="list-style-type: none"> • Jaipur development authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :- • Payment Options: • Option-1: Bank Guarantee (BG) against EMD / Bid Security <p>Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.</p> <p>If bidder does not opt for BG against EMD, options of making complete payment through</p>	

Payment Gateway or through EFT (NEFT / RTGS) will be available.

- Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS)

If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

- Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

- B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.


- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any

or all of the Bids.

8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement.
Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.


Executive Engineer (ROB/RUB-II),
JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

TECHNICAL BID
(POST QUALIFICATION)

Envelope - A

NAME OF WORK :- Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur

Period of Sale	From 27.03.2017 at onwards to 17.04.2017 at 06.00 PM.
Date of receipt of the tender	Upto 17.04.2017 till 06.00 pm, in online mode.
Date of opening of technical bid	19.04.2017 at 4.00 PM in Room No.-CCC-TF-309, Third Floor, Customer Care Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302015 (Raj.)
Cost of Tender	Rs. 1000.00
Completion Period	15 Months

NAME OF AGENCY M/s -----

EXECUTIVE ENGINEER (ROB/RUB-II)
JAIPUR DEVELOPMENT AUTHORITY
JAIPUR

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

: GENERAL DETAILS OF BID :

1.	NIB No.	EE (ROB/RUB-II)/06/2016-17
2.	Name of the work	Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.
3.	Estimated Cost	1070.00 Lacs
4.	Cost of the Bid Document	Rs. 1000.00 (Online)
5.	Bid Processing fees	Rs. 1000.00 (Online)
5.	Earnest Money	Rs 5.35 Lacs for JDA Contractors Rs 21.40 Lacs for other than JDA Contractors Online/BG In Favour of Secretary, JDA, Jaipur.)
6.	Completion Period	15 Months
7.	Start/ End Date for Bid Applying, Online Payment and Bid Submission	Start Date: 27.03.2017 onwards End Date: 17.04.2017 at 06.00 PM
8.	Date & Time of opening Technical Bid	19.04.2017 at 4.00 PM.

SCHEDULE - A: INFORMATION USEFUL FOR THE BIDDERS:

The Bidder should see the site and fully understand the conditions of the site before bidding and include all leads, lift etc for the material in his item rate/percentage to be quoted on the rates give in the Schedule 'G'. The work shall be carried out in accordance with the MoRTH Specifications/IRC Specifications and to the entire satisfaction of the Engineer - In - Charge of the work.

SCHEDULE - B: LIST OF THE DRAWING TO BE SUPPLIED BY THE DEPARTMENT

The drawing may be seen in office of the undersigned.

SCHEDULE - C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER: List of the drawing to be supplied by the bidder NIL. But the contractor shall have to arrange at his own cost drawings required for the work after deposition necessary cost with JDA.

SCHEDULE - D: TEST OF THE MATERIALS:

The test of the materials and workmanship shall be conducted by the JDA staff as necessary. The result of such tests should confirm to the standard laid down in the Indian standard & or the standards laid down in the detailed specification of the Public by the contractor qualified personnel as required under the contractor enlistment rules duly approved by the Deptt. Shall have to be engaged at site by the Contractor. The deptt. reserves the right to engage such staff and recover the expenses from the contractor on such account in case of his failure to do so.

SCHEDULE - E: SAMPLES OF THE MATERIALS:

The sample of the materials to be used by the contractor shall be deposited 15 days in advance with the Engineer in charge and be got approval by him before use.

SCHEDULE - F: TIME OF COMPLETION:

The work should start within _____ 10 _____ days of issue of work order and complete within times limits.

SCHEDULE - G: ATTACHED SEPARATELY BASED ON BSR RUIDP-2013, JAIPUR.

SCHEDULE - H: SPECIAL CONDITION: Attached Separately.

SCHEDULE - I: LIST OF MATERIAL TO BE SUPPLIED BY THE DEPARTMENT: NIL

SCHEDULE - J: COST OF BID DOCUMENTS, PROCESSING FEES & EARNEST MONEY.

Bid processing fees & Cost Bid documents is payable **Online mode, EMD online/BG in favour of Secretary, JDA, Jaipur Payable at Jaipur.**

Signature of the Contractor

With full Address

EXECUTIVE ENGINEER- ROB/RUB-II

JDA, Jaipur.

JAIPUR DEVELOPMENT AUTHORITY

Office of Executive Engineer (ROB/RUB-II), Room No. 107, Citizen Care Centre Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004

Telephone: + 91-141-2569696 e.mail: ee.rob2@jaipurjda.org

No : JDA/EE-ROB/RUB-II /2016-17/D-

Dated :

NOTICE INVITING BID

NIB No. : EE-(ROB/RUB-II)/06/2016-17

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer(ROB/RUB-II), Jaipur Development Authority ➤ Address : Room No. 107, 1st floor, Citizen Care Centre Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004 (Rajasthan) ➤ Email : ee.rob2@jaipurjda.org
Subject Matter of Procurement	Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.
Bid Procedure	<ul style="list-style-type: none"> ➤ Post qualification open competitive bidding as per e-Bid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites : www.sppp.rajasthan.gov.in, ➤ www.eproc.rajasthan.gov.in, ➤ www.jda.urban.rajasthan.gov.in
Estimated Procurement Cost	INR 1070 Lakhs (Rupee One thousand seventy lacs only)
Website for online Bid application and payment	<p>Website : www.jda.urban.rajasthan.gov.in (for online payments)</p> <p>The Bidder if apply for this Bid, has to pay the following Fees.</p> <p>(a) Online only :-</p> <p>(i)Bidding Document fee : Rs.1000.00/- (RupeesOne Thousand only)</p> <p>(ii)RISL Processing Fee : Rs 1000.00 (Rupees One Thousand only)</p> <p>(b) Online/Bank Guarantee:-</p> <p>(iii)Bid Security Deposit (BSD) :- As detailed below</p>
Bid Security Deposit	<ul style="list-style-type: none"> ➤ Amount (INR): 2 % (Rs 21.40 Lakhs) (For AA class contractor registered in other department), ➤ 0.5 % (Rs 5.35 Lakhs) for Bidder registered as contractor in JDA. ➤ BSD can be deposited either Online or in the form of Bank Guarantee. The bidder will provide details

	<p>of BG viz No., Issue date, Expiring date etc., on Online tendering system of JDA.</p> <ul style="list-style-type: none"> ➤ The original BG will be physically handed over in JDA as detailed below. ➤ A copy of this BG is to be attached with the document during uploading.
Publishing date on SPP Portal	27.03.2017
<p>Start Date :- On JDA Portal for applying bid and making on line payment</p> <p>End date :- on JDA Portal for applying bid and making on line payment</p> <p>(www.jda.urban.rajasthan.gov.in)</p>	<p>27.03.2017</p> <p>17.04.2017 upto 6:00 PM</p>
<p>Start Date :- On eProc Portal of GoR for Bid submission</p> <p>End Date :- On eProc Portal of GoR for Bid submission</p> <p>(www.eproc.rajasthan.gov.in)</p>	<p>27.03.2017</p> <p>17.04.2017 upto 6:00 PM</p>
Physical BG submission Start date	18.04.2017 at 10:00 AM
Physical BG submission End date	19.04.2017 upto 3:00 PM
Place of submission of Physical BG	➤ Nodal officer (Tendering)/ DD&B, Room No MB-SF-213 of main building JDA, Jaipur
Date/Time Place of Technical Bid Opening	➤ 19.04.2017 at 4.00 PM in Room No CCC-TF-309, third floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Date/Time/Place of Financial Bid Opening	<ul style="list-style-type: none"> ➤ Will be intimated later to the technically qualified bidders on eproc portal. ➤ Room No CCC-TF-309, third floor, CCC Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Time period of completion of work	➤ 15 Months
Job No.	➤ JDA/EE Housing II/A&F/2016-17/Dec/221 dated 13.12.2016
<ul style="list-style-type: none"> • Jaipur development authority has decided to receive earnest money deposit (EMD) (Bid Security), Tender fee and RISL processing fee online through JDA portal. The bid security options available in tender for participants are as mentioned below :- • Payment Options: • Option-1: Bank Guarantee (BG) against EMD / Bid Security <p>Bidder may opt Bank Guarantee (BG) against EMD (Bid Security), for which bidder requires to prepare BG before applying in the tender. The details of BG requires to be fed on JDA portal before paying balance amount (Tender Fee + RISL Processing Fee). This amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.</p> <p>If bidder does not opt for BG against EMD, options of making complete payment through Payment Gateway or through EFT (NEFT / RTGS) will be available.</p> <ul style="list-style-type: none"> • Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS) <p>If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can</p>	

be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

- Option-3: Payment Gateway (Aggregator)

The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.

- B. Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt on the basis of which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the "Bid Participation Receipt" will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) "Bid Participation Receipt" will be available on Login of Bidder on JDA portal.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal.
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3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
4. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement.

Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Executive Engineer (ROB/RUB-II),
JDA, Jaipur.

Process for Participation & Depositing Payment Online

JAIPUR DEVELOPMENT AUTHORITY, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jda.urban.rajasthan.gov.in.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in in (by depositing Rs. 500.00 online, the validity of which remains 3 (three) years).
For participating in the Bid, the Bidder has to apply for this Bid and pay the Bid Document Fee, RISL Processing Fee and Bid Security Deposit, online only.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

Methods for depositing on line amount

- Online through Internet Banking, Debit Card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

In case of RTGS / NEFT / Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR / Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per **Annexure-4**. The bidder is required to fill the instrument numbers for various heads on e-Procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in under [eServices](#)>>JDA Tender

Bidder has to submitted as proof of deposited amount against the Bid on eProcurement Portal

Jaipur Development Authority, Jaipur. Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

Bid Evaluation Sheet

Name of Work: - Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.

S.No.	Criteria	Required Qualification	Bidders qualification	Bidders uploaded document Page No. in support of qualification.	Remark
1	2	3	4	5	6
1	Registration Certificate - As per Clause 1e of Special Conditions of Contract for Pre Qualification.	The bidder should have a valid Registration Certificate in AA Category as specified.			
2	VAT Clearance Certificate - As per Special Conditions of document for Post Qualification.	Should be Valid up to Six Months back from the opening of Technical Bid			
3	Fee Payment Details (Please enclose copy of electronic receipt)				
(i)	Cost of Bid	Rs.			
(ii)	Bid Processing Fee	Rs.			
(iii)	Bid Security	Rs.			
4	The bidder should have executed following quantities of work in any two financial year of the last five financial years, these two financial years may not be consecutive years. However the bidder may opt current year in the said financial assessment period.				
i	RCC/ Design Mix concrete M 25 or above grade.				
A	Year of execution				
B	Quantity executed				
ii	Reinforcement Steel/Structural steel				
A	Year of execution				
B	Quantity executed				
5	The bidder should have completed/executed at				

	least one similar nature of work (ROB/RUB/ Grade Separator/High Level Bridge /Underpass / Underground Parking) in last Three financial year (including current year, if opted by the bidder) of value not less than 50 % of the Estimated Cost of the work (bid cost) updated to present price level).				
A	Value of work executed				
B	Financial year				
6	The bidder should have achieved an annual financial turnover of at least 60% of the Estimated Cost of the work (bid cost) in any one of last Three years (including current year, if opted by the bidder).				
A	Annual Turn over				
B	Financial Year				
7	Affidavit to deploy machinery and equipment as specified in Schedule -III, As per Clause 2d of Special Conditions.				
8	Bid Capacity = $(A \times N \times 3 - B)$ As per Clause 2e of Special Conditions.				
(i)	A= Maximum value (at present price level) of Civil Engineering work.				
(ii)	N = years				
(iii)	B = Value at present price level of existing commitments and ongoing works to be executed during "N" period.				
(iv)	Litigation History- As per Clause 2f of Special Conditions.				
9	Affidavit for Correctness of documents Clause 3(i)				
10	Declaration by bidder under RTTP Act. (Annexure A, B, C, D)				

Signature of Bidder with Seal

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

SPECIAL CONDITION OF THE CONTRACT FOR POST QUALIFICATION OF CONTRACTORS

Name of work: - Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur.

Special conditions of contract for **POST QUALIFICATION** as detailed here under, shall be applicable in addition to all other terms and condition already prescribed under standard agreement forms/rules and regulations to contract.

1. Procedure:

Procedure for POST QUALIFICATION would be as follow:

- (a) Two-envelope system would be adopted, for POST QUALIFICATION. Envelope-1 being for Technical Bid and Envelope - 2 being for Financial Bid. Each envelope would be sealed separately and super scribed as "Envelope-1 Technical Bid" and "Envelope-2 Financial Bid". Both envelopes would be placed in Third envelope duly sealed, bearing the name of work and the name of the bidding contractor. In this third envelope, envelop of earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category should also be kept.(E-Bid procedure at <http://eproc.rajastha.gov.in>)
- (b) The technical bid will be opened only of whose bidders those proper Earnest money, VAT clearance certificate (Valid up to Six months back from the opening of Technical Bid) and copy of registration of contractor in required category are found to be in order.
- (c) The Technical Bid envelope would be opened on the date 19.04.2017 at 4.00 PM in the chamber of CCC-TF-309, Ram Kishore Vyas Bhavan, Indira Circle, JawaharLal Nehru Marg, Jaipur – 302004 (Rajasthan).
- (d) The Financial Bid envelope would be opened only of those bidders who fulfill all the POST QUALIFICATION criteria.

Note:-

- (i) If VAT clearance certificate is not applicable in any State then appropriate proof is to be enclosed by bidder with certificate which is applicable in place of VAT.

2. Criteria:

Criteria for POST QUALIFICATION would be as follows:-

- (a) The bidder should have executed following quantities of work in any two financial year of the last five financial years, these two financial years may not be consecutive years. However the bidder may opt current year in the said financial assessment period.

S. No.	Item	Quantity
1	PCC/RCC/ Design Mix concrete of grade M 25 or above grade.	7410.97 CUM.
2	Steel Reinforcement/Structural Steel	440.307 MT

Note:-

- (i) The Bidder should enclose the certificate having quantities Financial year wise other wise the certificate will not be considered.
 - (ii) Quantities of all the items mentioned in criteria 2 (a) should be executed in any Two financial years.
 - (iii) Certificate issued by Govt. of India, State Govts., Union Territory, Govt. Undertakings, Autonomous Bodies shall only be considered.
- (b) The bidder should have completed/executed at least one similar nature of work (ROB/RUB/ Grade Separator/High Level Bridge /Underpass / Underground Parking etc.) in last Three financial year (including current year, if opted by the bidder) of value not less than 50 % of the Estimated Cost of the work (bid cost) updated to present price level).

Note:-

- (i) The starting & completion date of the work is to be in between above said financial year. If no then maximum work (70%) is to be completed in above said financial year.
 - (ii) If bidder is submitted certificate having different components / nature of work then proper completion certificate of required similar nature (ROB/RUB/ Grade Separator/High Level Bridge /Underpass / Underground Parking etc.) component is to be enclosed.
- (c) The bidder should have achieved an annual financial turnover of at least 60% of the Estimated Cost of the work (bid cost) in any one of last Three years (including current year, if opted by the bidder)

Note:-

- (i) The bidder should enclose certificate of Turn over from Chartered Accountant for last five financial years & audited balance sheet of the year which is considered by the bidder in criteria 2 (c).
 - (ii) If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from Chartered Accountant should be enclosed.
- (d) The bidder should give Affidavit to deploy the machinery and equipment as specified in Schedule - III, for the execution of this work.
- (e) Bid Capacity: Bidders who meet the minimum qualification criteria will be qualified only if available bid capacity is equal to or more than the total Bid value.

The available bid capacity will be calculated as under:

$$\text{Bid Capacity} = (A \times N \times 3 - B)$$

Where A = Maximum value of similar nature of work (ROB/RUB/ Grade Separator/High Level Bridge /Underpass / Underground Parking) executed in any three year during the last 5 financial years (updated to present Price level) taking in to account the completed as well as works in progress. However, the bidder may opt current year in the five year assessment period

N = Number of year prescribed for completion of the work for which bids are invited. In present case value of N shall be 1.25

B = Value, at present price level of existing commitments and ongoing works to be executed during 'N' period (period prescribed for completion of the works for which the bids are invited)

Note:-

- (i) **Certificate from Chartered Accountant should be enclosed by bidder clearly indicated maximum value of Civil Engineering Work in one Financial Year.**
- (f) **Litigation History:** - Bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. The maximum value (updated at the present price level) of disputed amount claimed in the litigation / arbitration resulting from contracts executed in last five years shall be deducted from the calculated Bid Capacity of the bidder. The details shall be furnished in Schedule VI.

Note :-

- (i) **The present price level for turnover, cost of completed work & disputed amount of similar nature (ROB/RUB/ Grade Separator/High Level Bridge /Underpass / Underground Parking), the previous years value shall be given weight age of 10% per year as follows :-**

(a)	For Current Year	(2016-2017)	1.00
(b)	For Last Year	(2015-2016)	1.00
(c)	For One Year Before	(2014-2015)	1.10
(d)	For Two Year Before	(2013-2014)	1.21
(e)	For Three Year Before	(2012-2013)	1.33
(f)	For Four Year Before	(2011-2012)	1.46

3. Documentation :

The bidder should furnish the following documents along with the technical bid:

- (a) Information regarding financial resources and capability in Schedule -I.
- (b) Information regarding works executed in the last five years in Schedule-II
- (c) Certificates from the concerned Engineer-In-Charge in support and verification of the information furnished in Schedule-II
- (d) Affidavit regarding machinery and equipment required for deployment, as detailed in scheduled - III.
- (e) Information regarding details of maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress in schedule - IV.
- (f) Information regarding existing commitments and ongoing works to be completed in schedule - V.
- (g) Information regarding details of litigation or arbitration contracts to be furnished in schedule - VI.
- (h) Calculation of Bid capacity in schedule - VII.
- (i) Affidavit as per Annexure I.

4. Important:

- (a) The bidder must ensure that all the information required in the Documents is furnished by him complete in all respects. He would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (b) The bidder should give an affidavit that the information furnished in schedule I, to VII is correct. If any information is found incorrect, the offer of the bidder shall be rejected and action be taken as per rules.
- (c) Bidders must do paging of all enclosure of bid documents.

5. Rejection of bids

The department reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage.

- i. If Bid is not accompanied with the requisite documents mentioned in Clauses 3 (a) to 3 (i) or is not in accordance with procedure specified in Para 1, or is not accompanied with earnest money & VAT clearance Certificate and registration of contractor in required category it would be liable for rejection.
- ii. Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection.
- iii. If all the copies enclosed in support and affidavit are not duly attested by Bidder himself then bid of the bidder is to be rejected.

6. In case of Joint Venture:

In case the bidder comprises a joint venture or consortium, following requirements shall also be complied with:

- a. The JV will have to be formed before submission of the bid and total number of JV partners shall not exceed 2 (Two). They must designate lead partner duly authorized by all the members who will represent the J.V. Any of the two partners can be a lead partner. The lead partner shall be nominated as being partner-in-charge and this authorization shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the partners.
- b. The partner-in- charge (or, the lead partner) shall be authorized to incur liabilities and to receive instructions on the behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the contract (including payment) shall be carried out exclusively through the partner- in- charge.
- c. The share of one of the two partners shall not be less than 26% and rest of the share shall be held by other partner (For example if share of one partner is 26% then for other partner it will be 74%.) The JDA will only send communication to the lead partner, which will be deemed to have been sent to all the J.V. partners. Similarly, any negotiation and / or agreement with the lead partner shall be deemed to have been concluded with all the J.V. partners. All the members of J.V. shall be bound by the said communication and all acts/ deeds of the lead member.
- d. Any one of the two partners, alone, should fulfill the Technical Criteria laid down in clause 2a & 2b of Special Conditions. Similarly, any one of the two partners , alone, should fulfill the Financial Criteria laid down in clause 2c of Special Conditions. For rest of the eligibility criteria, qualifications of the two partners may be clubbed together.
- e. The individual partner of J.V. alone or with other partners cannot participate in the same bid.
- f. Bid capacity is to be calculated by clubbing turn over and work in hand of all the firms of joint venture.
- g. Attested copy of the MoU / Agreement/ Power of attorney entered into by the joint venture / consortium members duly notarized shall be submitted along with the Technical Bid with intended percentage participation nomination of lead member and division of responsibility to clearly define the work of each member etc.
- h. All the members of the joint venture/ consortium shall be jointly and severally liable for the execution of the Contract.
- i. In the event of default by any member of the joint venture/ consortium in the execution of his part of the contract, the partner-in-charge will have the authority to assign the work to any other party acceptable to the employer to ensure the execution of the part of contract.
- j. If initially the bid has purchased and submitted by the any partner or by the JV firm, in case JV bid accepted, the work order will be issued in favour of name of JV and the bidder will submit details of JV bank account to which payment is to be deposited by JDA.
- k. The experience certificate will be issued as per percentage of the share holders defined in JV agreement of the two partners.

EXECUTIVE ENGINEER (ROB/RUB-II)
JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Schedule – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

1. Name of Bidder

2. Total financial turnover achieved by the bidder in the last five financial years:

S.N.	Year	Turnover
(a)	For Current Year	(2016-2017)
(b)	For Last Year	(2015-2016)
(c)	For One Year Before	(2014-2015)
(d)	For Two Year Before	(2013-2014)
(e)	For Three Year Before	(2012-2013)
(f)	For Four Year Before	(2011-2012)

Note: Balance Sheets and Profit & Loss Accounts is to be enclosed by the bidder which is considered by him as per criteria 2 (a).

3. Total financial Turnover projected in the current financial year
4. Has the bidder ever been debarred from bidding for Central Government / State Government / any Government undertaking?
Yes / No, if yes give details.
5. Has bidder ever been declared insolvent?
Yes/No, if yes give details.
6. Name(s) and Address of Branch/(s) for bidder's Bankers.

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Signature of Bidder

Date :

(With Seal wherever applicable)

SCHEDULE - II
[Reference clause 3(b)]

DETAILS OF QUANTITIES OF WORKS EXECUTED DURING LAST FIVE FINANCIAL YEARS

S. No.	Name of Works (with agreement No. & Date)	Client	Place (District /State)	Financial Year	Principal items of work		Page No.
					PCC/RCC/ concrete of grade M 25 or above grade.	Steel Reinforcement/ Structural Steel	
1							
2							
3							
4							
5							

Note: Certificate from concerned Engineer-in-Charge should be enclosed in support and verification of the above statement.

Signature of Bidder

Signed Photograph
of Applicant

To be given on Non-Judicial stamp
Paper of Rs. 50/- only, duly Self Attested

Schedule – III
[Reference Clause 3(d)]
AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory
of M/s under take the oath that I/We will deploy the
machinery and equipment listed below as and when required in the execution of this work.

S.No.	Name of Machinery	Minimum Requirement (In Nos.)	Availability	
			Owned	Leased
1	JCB (Owned/Lease/Hire)	2		
2	Vibrators Plate /Needle/Screed	6		
3	Total Station Instrument (Owned/Lease/ Hire)	1		
4	Computerized Batch Mix Concrete plant minimum 15 Cum/Hr capacity (Owned/Lease/ Hire)	1		
5	Transit Mixers (TM) (Owned/Lease/ Hire)	2		
6	Water Tanker (Owned/Lease/ Hire)	1		
7	Dumper (Owned/Lease/ Hire)	1		
8	Hydra 20 T (Owned/Lease/ Hire)	1		
9	Concrete Pump (Owned/Lease/ Hire)	1		
10	Pile Rig machine (Owned/Lease/ Hire)	1		

I/We hereby certify that the above information is correct to the best of my/our knowledge and belief.

Date:

Signature of Bidder
(With seal)

Note : The applicant has to enclosed a Self Attested Photo Identity Card with the above affidavit.

SCHEDULE - IV
Reference Clause 3 (e)

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS EXECUTED IN ANY ONE YEAR DURING THE LAST FIVE YEARS
TAKING INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

[illegible]

Signature of Bidder

SCHEDULE - V
[Reference Clause 3(f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

[illegible]

Signature of Bidder

SCHEDULE - VI
[Reference Clause 3(g)]

DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

[illegible]

Signature of Bidder

SCHEDULE - VII

[Reference clause 3(h)]

BID CAPACITY

Name of Bidder :

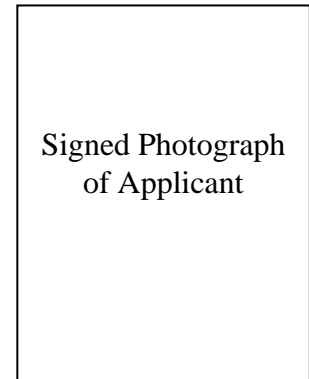
1	A = Maximum value of Civil engineering works executed in any one year during the last Five year (updated to present price level)	.....Lacs.	Certified details enclosed at Page No.
2	N = Number of years prescribed for completion of the work for which bids area invited	.....
3	B = Value at present price level of existing commitments and ongoing works to be completed during next N period	.....Lacs.	Certified details enclosed at Page No.

$$\begin{aligned} \text{BID CAPACITY} &= A \times N \times 3-B \\ &= \text{.....Lacs.} \end{aligned}$$

Signature of Bidder

ANNEXURE- I

(Reference Clause 3(i))



To be given on Non-Judicial stamp
Paper of Rs. 50/- only, duly Self Attested

AFFIDAVIT

I/We..... Proprietor/ Partner/ Authorized signatory
of M/s under take the oath that the information furnished by
me/us in schedule I to VI of the Technical Bid for : **“Name of work:- “Construction of
Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.”** is correct to the
best of my/our knowledge. If any information is found to be incorrect JDA has right to reject the
Bid and to take action against me/us as per rules.

.....

Proprietor/ Partner/ Authorized signatory

M/s

**Note : The applicant has to enclosed a Self Attested Photo Identity Card with the above
affidavit.**

SPECIAL CONDITIONS

SCHEDULE 'H'

01. Use of Bitumen mixture Tar mechanical lime grinder, cement concrete mixer & vibrator is essential for the work. Which shall have to be arranged by the contractor at his own level/cost?
02. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
03. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
04. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that 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 paid by the JDA to the contractor.
05. The contractor shall not work after the sunset and before sunrise without specific permission of the EIC.
06. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the security deposit of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to effect such recoveries under P.D.R. Act.
07. The rate quoted by the contractor shall remain valid for a period of 4(four) months from the date of opening of the tenders.
08. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
09. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
10. All transaction in the execution of this work and this tender will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
11. If any tenderer withdraws his tender prior to expiry of said validity period given at S.No. 7 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement the department shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of Bid Security (EMD) given in any form absolutely. If any contractor, who having submitted a tender does not execute the agreement or start the work or dose not complete the work and the work has to be put to retendering, he shall stand debarred for six months from participating of tendering in JDA in addition to forfeiture of Bid Security (EMD) / Security Deposit and other action under agreement.
12. The contractor shall arrange his own machinery required for the work such as Bitumen Mixer, Hot Mix plants and paver road roller, Tar boiler, sprayer etc.
13. The contractor shall arrange his own storage tanks upto 10 Tones capacity for storing bulk bitumen wherever supplied by the department.
14. Rules regarding enlistment of contractors provide that work ;upto five times limit for which they are qualified for tendering can be allotted to them Therefore, before tender the

- contractors will keep this in mind, and submit the details of work. Tenders with incomplete or incorrect information are liable to be rejected.
15. Any material not conforming to the specifications collected at site shall have to be removed by the contractor within a period of 3 days of the instructions, issued by the Engineer-In-charge in writing. Failing which, such material shall be removed by the Engineer-In-charge at risk and the contractor after expiry of 3 days period.
 16. The material collected at site and paid provisionally shall remain under the watch and ward of the contractor till it is consumed, fully on the work.
 17. The rates provided in tender documents are inclusive of all Taxes royalty.
 18. For paver work at least 3 road rollers shall be simultaneously deployed.
 19. Bitumen for tack coat or any other purposes, shall be applied only by a bitumen sprayer of a mechanical pressure.
 20. No extra lead of earth/material shall be paid over and above as specified in 'G' schedule. Source/borrow pit area for earth shall have to be arranged by the Contractor at his own cost.
 21. Undersigned has full right to reject any or all tenders without given any reasons.
 22. Mortar of Masonry work and lean concrete will be permitted mixer with hopper.
 23. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
 24. Special Conditions of Contract regarding Defect Liability Period (DLP) for Roads works costing Rs. 25.00 lacs and more shall be applicable.
 25. The tender are required to submit copy of their enlistment as contractor.
 26. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
 27. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from tendering for three months in JDA.
 28. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES 2013 shall be applicable.
 29. The Contractor will have to install display boards at site of work as directed by Engineer in charge. Failing which penalty of Rs. 5000.00 per day will be imposed.

Signature of Contractor
with full address & Mobile No.

Executive Engineer (ROB/RUB-II)
JDA, Jaipur.

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

30. Any person participating in a procurement process shall-
31. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
32. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
33. Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
34. Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
35. 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;
36. Not obstruct any investigation or audit of a procurement process;
37. Disclose conflict of interest, if any; and
38. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest.

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.

(i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) 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 procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted tofor procurement ofin response to their Notice inviting Bids No.....Dated.....I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
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 Document.
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 this 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 Act, Rules and the Bidding Document, which materially affects fair competition;

Date :

Signature of bidder

Place :

Name :

Designation :

Address :

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is E.C., JDA,
The designation and address of the Second Appellate Authority is A.C.S./P.S., UDH, Govt. of Rajasthan.

(1) Filing an appeal:-

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 the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days 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:

Provided that after the declaration of a bidder as successful 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 bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals 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

(5) From of Appeals:-

- (a) an appeal under Para (1) or (3) above 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 authorised representative.

(6) Fee for filing Appeal:-

- (a) 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 bank in India payable in the name of appellate authority concerned.

(7) 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 date of hearing
- (b) On the date fixed for hearing, the first appellate authority of 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.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

FORM No. 1
[see rule 83]

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

Appeal No.....ofBefore
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):
 - (i)
 - (ii)
 - (iii)
- 3- Number and date of the order appealed against and name and designation of the office/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:
- 4- If the Appellant propose to be represented by a representative the name and postal address of the representative:
- 5- Number of affidavits and documents enclosed with the appeal:
- 6- Grounds of appeal :
(Supported by an affidavit)
- 7- Prayer :

Place :

Date :

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial Bids on the following basis:

- (i) 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;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) 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.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed twenty 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 conditions of contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provide in the conditions of contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Special Conditions of Contract regarding Defect Liability Period (DLP) for Various works costing Rs. 25.00 Lacs and more

(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to Dir Engg.-I)/2016/D-29 dated 11.03.2016

Table-I

S.No.	Type of work	DLP Period
1	Bridge work	5 Years
2	CD work	5 Years
3	CC road, PQC work	5 Years
4	CC tiles/Kerb/ Medians	5 Years
5	Drains	3 Years
6	Roads	
	(i) Two Layer WBM/GSB	6 Months or one full rainy season whichever is later
	(ii) For Renewal/Strengthening	
	(a) BT upto 30 mm thickness	1 Year
	(b) BT above 30 mm to upto 40 mm	2 Years
	(c) BT above 40 mm to upto 90 mm	3 Years
	(d) BT above 90 mm	5 Years
	(iii) New roads	
	(a) BT upto 90 mm	3 Years
	(b) BT more than 90 mm	5 Years
7	Compound wall	3 Years
8	Building work	
	(i) Work pertaining to sanitary works electrical works, Joinery works and painting works.	2 Years
	(ii) Work pertaining to building structure and other civil works.	5 Years
9	Electric work except maintenance	3 Years
10	Sewer/water supply all including STP and water supply related work except maintenance works	3 Years

1. DRAINAGE WORKS

1.1 The Defect Liability Period (DLP) for all Drainage works including all related work shall be Three years.

Drainage works executed by the Contracting agency shall be maintained by them at their own cost for three years (DLP) from the actual date of completion of work as per the clause in the Contract Agreement and Special Condition of Contract.

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

1.3 The word "Drainage Works" means all new Drain Works construction, its covering work, cleaning inside and other works."

1.4 The word "Maintenance of Drain Works during Defect Liability Period" means

- (i) Routine maintenance of Drain Works including cleaning the drains, spouts etc and carriage of malba etc from the site.
- (ii) To remove the defect as & when appear in part and entire structure of Drain Works, in specified time and keeping the Drain clean & good condition. and
- (iii) Damages due to improper drainage / drains, local flooding, depressions on roads etc.

- 1.5 The contracting agency shall do the routine maintenance of Drain works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire Drain 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 three years.
- 1.6 The routine maintenance shall consist of the routine maintenance operation defined in manual for maintenance of roads of MoRTH and shall be carried out accordingly.
- 1.7 The Drain maintenance activities and their periodicity

S.No.	Name of Item/ Activity	Frequency of operations in one year
1	Restoration and cleaning of rain water spouts & repair of any type of damages.	Once in a year, generally before rains.
2	Cleaning of inner portion of the drains by removing the covers at regular interval and carriage and disposal of malba etc.	As and when required.
3	Insurance of proper functioning of drains including civil maintenance and desilting of drains.	As and when required.

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 IDP once in three months in case of all Drain 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 Drain sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.E.n for recording the inspection details of works in his jurisdiction under defect liability period.

2.2 Conditions regarding Security Deposit

2.2.1 Security for DLP-

The contracting agency shall have to furnish security deposit (SD) in the form of Bank Guarantee valid from the actual date of completion, which shall be assigned by the Engineer-in-charge.

2.2.2 Refund of SD -

The release of SD amount shall be as following table:-

S.No.	Released SD DLP period	1 st year	2 nd year	3 rd year	5 th year
1	Upto 1 year	100 %	40 %	20 %	10 %
2	Upto 2 Year		60 %	20 %	10 %
3	Upto 3 Year			60 %	10 %
4	Upto 4 Year				20 %
5	Upto 5 Year				50 %

Various conditions for managing DLP are as under:-

- (i) At the time of completion of work, final component shall be worked out for each individual item like BT/CC /tiles/drains etc (as per different categories in Table I), DLP shall be operative based upon type of individual item ex:- CC-5 years, BT- 1/2/3/5 years, Drain- 3 years etc.
 - (ii) Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
 - (iii) If any work, amount is less than Rs. 25 lakhs but later on due to extra/excess work, if amount of final work crosses more than Rs. 25 lakhs, DLP shall be operative as per rule for each individual item.
 - (iv) Similarly if any work is more than Rs. 25 lakhs but later finalization amount of work is less than Rs. 25 lakhs, DLP should be operative for six months or rainy season whichever is late.
 - (v) During DLP period if contractor fails to repair any work even after issue of 7 days written notice, same work shall be got executed by respective Executive Engineer at the contractor's risk and cost. This process shall be applicable throughout the DLP period. After completion of DLP period in such works contractor should be debarred and blacklisted from JDA for three years as per RTPP Rule 2012 and 2013 where he defaults twice in a single agreement or in two different works.
 - (vi) Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
 - (vii) Special and regular inspection shall also be carried out as per order no. JDA/Ex.En & TA to DE-I/ 2014-15/D-223 dated 12.03.2015 and order no. SE (PMGSY) CIRCULAR 2006/D-115 dated 04.05.2006 point no. 3
 - (viii) In case JDA feels to take up work on any existing DLP road due to any reason, following procedure should be adopted.
- (a) At the time of withdrawal total liability of repairs as per DLP conditions to be carried out and contractor shall be asked to complete the same. After completion of assessed repairs DLP period shall be released after deduction amt. as per table III.

% recovery on withdrawal of DLP of work order	1 Year	2 Year	3 Year	4 Year	5 Year
DLP period					
1 Year	1.12	-	-	-	-
2 Year	2.55	1.43	-	-	-
3 Year	4.38	3.26	1.83	-	-
5 Year	9.00	7.88	6.45	4.62	2.47

Note :- Calculation is to be done on quarterly basis.

- (b) In case Contractor fails to carry out these repairs, same shall be carried out at his risk and cost. If the total amt. of such repairs works out to be more than total retained amt. of SD, same shall be recovered from other works and as per PDR rules. The amount as per Table-III is also to be deducted in addition to this amount.
- (ix). Based upon type of work, DLP conditions for works to be carried out during DLP period with their frequency of respective type of work shall be prepared by respective SE's after approval of these periods.

2.2.3 **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

Executive Engineer (**ROB/RUB-II**)

JDA, Jaipur.

(Format of the Bank Guarantee Bond Against Earnest Money Deposit,
En cashable at branch of the bank in Jaipur City).

The Secretary,
Jaipur Development Authority
Jaipur.

Whereas Jaipur Development Authority through Executive Engineer ROB/RUB-II, (hereinafter called 'The Jaipur Development Authority') has called for tenders for execution of work "Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur" estimated to cost Rs.(Rupees.....only) on (Date) or any extended date as per normal rules.

1. In consideration of Jaipur Development Authority having made such a stipulation in Rules and M/s(name of contractors) are desirous of depositing Earnest Money Rs. (Rupeesonly) in the form of Bank Guarantee as Earnest Money in order to participate in the tender for work abovementioned as per Rules and will be so permitted on production of a Bank Guarantee for Rs. (Rupees.....only) We.....(name and address fo Bank) having Registered office hereinafter referred to as the Bank at the request of M/s Contractor (s), do hereby undertake to pay to Secretary, Jaipur Development Authority an amount not exceeding Rs./- (Rupeesonly) on demand.
2. We(name and address of bank)....., do hereby undertake to pay Rs./- (Rupees Only) The amount due and payable under this guarantee without any demur or delay, merely on a demand from Secretary, Jaipur Development Authority any such demand made on the bank by the Jaipur Development Authority shall be conclusive and payable by the Bank under the guarantee. The Bank Guarantee shall be completely at the disposal of Secretary, Jaipur Development Authority and We(name and address of bank)....., bound ourselves with all directions given by Jaipur Development Authority regarding this Bank Guarantee However our Liability under this guarantee shall be restricted to an amount not exceeding Rs./- (RupeesOnly).
3. We the(Name and address of Bank), undertake to pay Jaipur Development Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. Relating thereto our liability under these presents being absolute, unequivocal and unconditional.
4. We(Name and address of Bank), further agree with Jaipur Development Authority that the Jaipur Development Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Jaipur Development Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Jaipur Development Authority or any indulgence by the Jaipur Development Authority or the said Contractor (s) or by any such matter or thing whatsoever which would but for this provision have effect of so relieving us.

5. The liability of us(Name and address of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
6. We(Name and address of Bank), lastly undertake not to revoke this guarantee except with the consent of Jaipur Development Authority in writing.
7. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Jaipur Development Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
8. It shall not be necessary for Jaipur Development Authority to proceed against the contractor before proceeding against the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
9. That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

10. We(Name and address of Bank), undertake that the amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through IFSC Code No ICIC0006754, Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.
11. All claims under the guarantee will be payable at Jaipur.
This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled'
The BG Confirmation letter No is an integral part of the BG No.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]



Jaipur Development Authority Jaipur

FINANCIAL BID DOCUMENT

**Name of Work: - Construction of Underpass to connect the SMS
Hospital & Trauma Centre (ITO) at Jaipur**

GENERAL INFORMATION

**Executive Engineer (ROB/RUB-II)
Jaipur Development Authority
Jaipur**



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SECTION – 1

(Instructions to Bidders)



1.1 SCOPE OF WORK

1.1.1 **Percentage Rate Bids** are invited from eligible contractors for the “Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur”.

1.1.2 (Herein after referred to as the “Contract Work”).

1.1.3 The Work shall include the “Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur for pedestrians with provision of shops inside and ramps for connecting SMS hospital to trauma Centre based on the design and shall include:

a) Construction of Underpass:

The structure for Underpass consists of RCC/Composite Girder structure. The main activities in construction are as follows:

- Site clearance,
- Identification & shifting of existing utility service lines.
- True and proper setting out and layout of the work, providing location marks, bench marks, preparation of reports and plans
- Construction of Underpass/RCC Box/Retaining Wall
- Pile foundation and earth retaining RCC bored piles.
- Construction of bored pile by using hydraulic rigs and providing pile cap
- RCC Pile with slab resting on piles for Underpass
- Construction of Approach Ramps.
- Construction of Road
- Construction of RCC Retaining Walls for the Approaches.
- Providing Drainage Arrangement
- Casting of base slab
- Casting of RCC Crash Barrier with Railings.
- Providing and fixing of Pipe Railings.
- Thermoplastic lane marking on road surface and painting of railings and crash barrier pipe etc.
- Excavation up to the founding level of base slab & base slab construction.
- Construction of retaining walls and RE walls.
- Construction of bored pile by using hydraulic rigs and providing pile cap
- Construction of RCC Box drain.
- Fabrication & Erection of Steel Structures with GI sheet for Ramps.



b) Miscellaneous:

- Submission of monthly progress photograph prints 165×215 mm (2 sets) and negatives as directed;
- All aspects of quality assurance (including test loading) for various components of the work as specified or as directed;
- Clearing of Site and handing over of the works, as specified or as directed;
- Submission of detailed programme showing the sequence of activities, method of construction, details of constructional plant and equipments, with which the bidder proposes to carry out the entire work, as shown in the relevant drawings and as specified.,
- Detail project planning programme is to be given by using Prima Vera/ MS Project software on fortnightly basis.
- Furnishing of all requisite particulars as stated above in Para 2.1.2 (a) substantiated with detailed design calculation for each constructional stage and its effect on substructure and foundation on the basis of departmental design;
- Any other work required to be carried out to complete the works in all respects in accordance with the provisions of the contract and / or as directed by the Engineer in Charge ensuring structural stability and safety during and after construction even though not specifically mentioned in the contract but reasonably implied as necessary for successful implementation of the contract.

1.2 COST OF BID DOCUMENTS, BID PROCESSING FEE AND BID SECURITY

The bidder shall bear all costs associated with the preparation and submission of the bids for the works and Jaipur Development Authority will, in no case, be responsible or liable for any such costs, regardless of the conduct or outcome of the bid process.

1.2.1 Process for participation & Depositing Payment Online

Jaipur Development Authority, has decided to receive Bidding document fee, RISL Processing Fee and Bid Security Deposit (BSD) through online mode only for which the bidder has to get registered himself on JDA portal www.jaipurjda.org.

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jaipurjda.org (by depositing Rs.500.00 online, the validity of which remains 3 (three) years.)
For participating in the Bid, the Bidder has to apply for this Bid and pay the bid Document Fee, RISL Processing Fee online only and Bid Security Deposit BG/online.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.



Methods for depositing online amount.

- Online through internet Banking, Debit card or Credit Card.
- In case the amount exceeds the online payment limit, the payment may be made through RTGS/NEFT/Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI Bank limited, JDA Campus Jaipur.

In Case of RTGS/NEFT/Transfer the bidder is required to deposit the requisite amount in the dedicated bank account number as mentioned above and has to get the UTR/ Reference number from the bank. This number requires to be updated while applying the bid on JDA portal.

While participation in the bid, a receipt will be generated through the system showing the submission details as per Annexure-4. The bidder is required to fill the instrument numbers for various heads on e-procurement portal www.eproc.rajasthan.gov.in as mentioned in the receipt.

More details about Registration Process, Terms and Conditions and FAQ along with contact details is available on JDA website www.jaipurjda.org under e-Services>>JDA tender.

NOTE:

JDA will not be responsible for delay in online submission due to any reason. To avoid this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, chocking of web site due to heavy load or any other unforeseen problems.

1.3 SITE VISIT

- 1.3.1 The bidder shall, prior to submitting his bid for the work, visit and examine the Site of works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his bid and entering into a Contract - including, the actual conditions regarding the nature and conditions of site, availability of materials, labour, probable sites for labour camps, stores, etc., and the extent of lead and lift required for the work in complete form over the entire duration of the Contract after taking into consideration local conditions, traffic restrictions, obstructions in work, if any, and allow for all expenses likely to be incurred due to any such conditions, restrictions, obstructions, etc., in the quoted Contract price for the work.
- 1.3.2 A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 1.3.3 The bidder and any of his personnel or agents will be granted permission by the Director (Engineering) or his authorized nominee, on receipt of formal



application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the Bidder, his personnel or agents, will release and indemnify, the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

1.4 CONTENTS OF BID DOCUMENTS

- 1.4.1 The set of Bid Documents issued for the purpose of bidding shall comprise the following :

SECTION	DESCRIPTION
SECTION-1	INSTRUCTIONS TO BIDDERS
SECTION-2	GENERAL CONDITIONS OF CONTRACT
SECTION-3	OTHER CONDITIONS OF CONTRACT
SECTION-4	TECHNICAL SPECIFICATIONS
SECTION-5	FORM OF AGREEMENT
SECTION-6	BANK GUARANTEE
SECTION-7	DRAWINGS

- 1.4.2 The bidder is expected to examine carefully all instructions, conditions, forms, terms, and performance specification and drawings in the Bid Documents. Failure to with the requirements of Bid submission shall be at the Bidder's own risk. Pursuant to clause 1.18, bids which are not substantially responsive to the requirements of the Bid documents shall be summarily rejected.
- 1.4.3 At any time prior to the last date for submission of bids, the employer may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Documents by the issuance of an Addendum.
- 1.4.4 The Addendum will be prepared in writing and uploaded on E- Tendering portal for information of all prospective Bidder who wish to participate, and will be binding upon them, irrespective of whether the prospective bidder acknowledge receipt of the same or not.



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- 1.4.5. The forms, Bill of Quantities, Performa and schedules provided in these Bid Documents shall be filled without exception (subject to extensions of the schedule in the same format).
- 1.4.6 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied with an appropriate translation of pertinent passages in English language. For the purpose of interpretation of the Bid, the English language shall prevail.

1.5 BID PRICES

- 1.5.1 Unless explicitly stated otherwise in the Bid Documents, the contract shall be for the whole work based on the departmental design, Bill of quantities, rates and prices submitted by the Bidder.
- 1.5.2 The Bidder shall fill in **rates on percentage above/below for all items of Schedule G (For BSR items) and quoting rates for Non BSR Items** of works described in the Bill of Quantities in both figures and words on E-Proc.
- 1.5.3 All duties, taxes, fees and other levies (present and future) payable by the contractor under the Contract, or for any other cause, as on the date thirty days prior to the closing date for submission of bids, shall be included in the total Contract Price submitted by the Bidder and the evaluation and comparison of Bids by the Employer shall be made accordingly.
- 1.5.4 M/s C V Kand Consultants Pune, were engaged by the Employer for consultancy of the project preparation of this work. The said firm or any of its associates or employees shall not be engaged by the Bidder for any assistance in preparation of bid, drawings, Bill of Quantities and any other part of the Bid Documents for this work. The said firm or its associates or employees shall not be engaged or associated by the Contractor in any manner in the preparation of any contractual matters. Non-compliance with the above conditions shall render the bid / contract invalid.



1.6 BID SECURITY

- 1.6.1 Any bid not accompanied by an acceptable form of Bid Security will be summarily rejected by the Employer as non-responsive.
- 1.6.2 The Bid Security of the unsuccessful Bidder will be discharged/ returned without interest as promptly as possible but not later than sixty days after the expiry of the bid validity prescribed by the Employer.
- 1.6.3 The Bid Security of the successful Bidder will be discharged without interest upon the Bidder signing the Agreement and furnishing the Bank Guarantee / Surety Bond for the performance of the Contract.
- 1.6.4 There will be no liability on the part of the JDA towards interest on the Bid Security paid by the Bidder.
- 1.6.5 The Bid Security shall be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity; or
 - b) In the case of a successful Bidder, if he fails or refuses within the specified time limit to :
 - i sign the agreement, or
 - ii furnish the required performance security.
- 1.6.6 Bid Security shall be accepted through BG or on line mode.

1.7 VARIATIONS OR DEVIATIONS IN BID DOCUMENTS

- 1.7.1 The Bidder shall submit an offer which complies fully with the basic requirements of the Bid Documents as indicated in Drawings and Specifications.
- 1.7.2 All bidder are cautioned that no conditional offers, variations or deviations by the bidder in respect of any items proposed by the bidder shall be entertained or considered further in the process of bid evaluation. Furthermore, any deviation from contract conditions, specifications, or other requirements stipulated in these Bid Documents shall be summarily rejected as non-responsive.

1.8 VALIDITY OF BID

- 1.8.1 The Bid shall remain valid and open for acceptance for a period of four months after the date of opening of bid.
- 1.8.1 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing through



post, fax etc. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will neither be required nor permitted to modify his bid, but will be required to extend the validity of his Earnest Money correspondingly. The provision of Clause 1.6 regarding discharge and forfeiture of earnest money shall continue to apply during the extended period of bid validity.

1.9 FORMAT AND SIGNING OF BIDS

- 1.9.1 If the Bid is made by a proprietary firm, it shall be signed by the proprietor with his full name and the full name of his firm with its current address.
- 1.9.2 If the bid is made by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the power of Attorney shall accompany the Bid. The Certified copy of the partnership deed, current address of the firm and full name and current address of all the partners of the firm shall also accompany the Bid.
- 1.9.3 If the bid is made by a private limited company or a public limited corporation, it shall be signed by a duly authorized person holding the power of attorney for such limited company or corporation. A certified copy of the Power of Attorney shall accompany the Bid. Such Limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 1.9.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign the Bidder legally to the contract in all respects. Proof of such authorization shall be furnished in the form of a written Power of Attorney which shall accompany the Bid on stamp paper duly notarised. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 1.9.5 The complete bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Employer or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by person and persons signing the Bid.

1.10 SEALING AND MARKING OF BIDS

- 1.10.1 **THE BIDDER SHALL SUBMIT THE BID THROUGH E-TENDERING ONLY.**

1.11 DEADLINE FOR BID SUBMISSION



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- 1.11.1 Bids must be submitted by bidders on E-Tendering portal not later than 6:00 PM I.S.T on 17.04.2017, and bid shall be opened at 4.00 PM I.S.T on 19.04.2017 in the presence of those bidders who may choose to be present. If such last date is declared as a public holiday by the Employer in the Receiving Office, the next official working day would be deemed as the last date for submission and opening of the bids.
- 1.11.2 Any Bid submitted by the bidder without depositing requisite fee on the due date and time will not be opened and shall be treated as non responsive and thus, rejected.
- 1.11.3 The bidder shall have to submit the original affidavits etc and other documents uploaded in the Technical Bid as and when demanded by JDA.
- 1.11.4 **JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed: chocking of web site due to heavy load or any other unforeseen problems.**

1.12 MODIFICATION AND WITHDRAWAL OF BIDS

- 1.12.1 The Bidder may modify or withdraw his bid after bid submission, provided that the modification or notice of withdrawal is received in writing by the Employer in the office of the Director(Engineering-I), Jaipur Development authority, prior to the prescribed deadline for submission of Bids.
- 1.12.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause **1.11** for submission of Bids, with the inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 1.12.3 Modifications to Bid will be permitted only pursuant to Clause **1.13.1** above. Any subsequent set(s) of modifications will be summarily rejected.
- 1.12.4 No Bid shall be modified by the Bidder subsequent to the deadline for submission of the Bids, failing which the Earnest Money Deposit shall stand forfeited.
- 1.12.5 No Bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of validity of bids specified in the Bid Documents. The withdrawal of bid in any form whatsoever during this interval



shall entail the forfeiture of the Earnest Money Deposit pursuant to Clause **1.6**, without any further notice or opportunity to the bidder and without prejudice to any other legal rights and remedies open to the Employer.

1.13 BID OPENING & EVALUATION

- 1.13.1 Bids, including submissions made pursuant to Clause **1.14** shall be opened by the Superintending Engineer (ROB/RUB) or his authorized representative on behalf of the Employer, in the presence of such of the Bidder representatives who choose to attend, at 4.00 PM I.S.T. on 19.04.2017 and at the following address.

Room No 309, Third Floor, Citizen Care Centre Building
Jaipur Development Authority
Indira Circle, Jawahar Lal Nehru Marg
Jaipur - 302004
(Rajasthan)

The Bidder's representatives who are present shall sign a register giving evidence to their attendance.

- 1.13.2 Bids for which an acceptable Notice of withdrawal had been submitted pursuant to Clause **1.12.1** shall not be opened. The Employer will examine bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 1.13.6 At the Bid Opening the Employer will announce only the Bidders' names, the Bid Prices, written notification of Bid modifications and withdrawals (if any), the deposit of the requisite Earnest Money Deposit, and such other details as the Employer, at his discretion, may consider appropriate.
- 1.13.7 Minutes of the bid opening including the information disclosed to those present in accordance with sub-clause **1.14**. shall be prepared by the Employer for records. and the process of bid opening shall be transparent.
- 1.13.8 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning



the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

1.13.9 Any efforts by a bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning award of contract, may result in the rejection of the Bidder's bid. Any proved act or attempt by any bidder in breach of the above may immediately entail delisting without prejudice to any other legal rights and remedies available to the Employer.

1.14 CLARIFICATION OF BIDS

1.14.1 To assist in the examination, evaluation and comparison of bids, the employer may ask the Bidders individually for clarifications of their bids as per order issued in JDA vide No.: 169 dated 21.11.2014.

1.15 CORRECTION OF ERRORS

1.15.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetical errors in computation and summation. The Employer will correct errors as follows:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern ;
- b) In case of any discrepancy between the descriptions in the Scope of Work, Specifications, Drawings, Drawings of Contract and Bill of Quantities, the following order of preference in descending order of importance, shall prevail :
 1. Description of Work
 2. Specification
 3. Drawings
 4. Conditions of Contract
 5. Bill of Quantities

1.16 EVALUATION AND COMPARISON OF BIDS

1.16.1 The Employer will evaluate and compare only those bids determined to be substantially responsive to the requirements of the Bid Documents in accordance



with Clauses **1.15** and **1.16** hereof and Bid Evaluation Sheet at Annexure 3, duly filled by bidder.

- 1.16.2 In evaluating bids, the Employer will determine for each bid its Evaluated Bid Price by adjusting the Bid Price by making any corrections for errors in accordance with clause **1.15**, by making an appropriate adjustment for any other applicable or quantifiable variations not reflected in the priced bid in accordance with clause **1.15** and such other factors as the Employer deems necessary.
- 1.16.3 If the bid of the successful bidder is seriously unbalanced or 'front-loaded' in relation to the Engineer-in-Charge's estimate of the real cost of the work to be performed under the contract (as determined by the Engineer-in-charge) by more than the amount of the performance security, the Employer may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful bidder under the Contract.
- 1.16.4 Variations, deviations and other factors which are in excess of the requirements of the Tender Documents, or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in the tender evaluation.

1.17 AWARD OF CONTRACT CRITERIA

- 1.17.1 Subject to clause **1.19**, the Employer will award the contract to the bidder whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest Evaluated Tender Price PROVIDED FURTHER that, in the opinion of the Employer, the bidder has the capability and resources to carry out the Contract work effectively.

1.18 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject one or all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds of the Employer's action.



1.19 NOTIFICATION OF AWARD OF CONTRACT

- 1.19.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful bidder by telegram / cable fax or E-mail (and subsequently confirm in writing by Registered Letter) that his tender has been accepted. This letter called "Letter of Acceptance" shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the work by the Contractor as prescribed by the Contract (called the "Contract Price").
- 1.19.2 The Letter of Acceptance will form part of the Contract and agreement executed between the parties in accordance with the Form of Agreement provided in the Bid Documents.
- 1.19.3 Upon furnishing by the successful bidder of a Performance Security in accordance with the provisions of the special conditions of contract, the Employer will promptly notify the unsuccessful bidders that their bids have been unsuccessful and will discharge / return without interest.

1.20 SIGNING OF AGREEMENT

- 1.20.1 At the same time as he notifies the successful Bidder that his Bid has been accepted, the Employer will instruct the successful bidder to sign and execute the agreement within fourteen (14) days of issue of the Letter of Acceptance.

1.21 FAILURE TO EXECUTE AGREEMENT

The contractor shall execute the agreement within fourteen (14) days of issue of Letter of Acceptance, failure to do so shall constitute sufficient grounds for the annulment of the award of contract and forfeiture of the Earnest Money Deposit.



SECTION – 2

(General Conditions of Contract)



DEFINITIONS

1. The "Contract" means the documents forming the bid and acceptance thereof and the formal agreement executed between the Jaipur Development Authority and the Contractor, together with the documents referred to therein, including these conditions, Notice inviting Bids, Instructions to Bidders, Special Conditions of Contract, Specifications, Drawings and Designs, Tender and other information submitted by the Contractor and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings herein respectively assigned to them :-
 - a) The "WORKS OR WORK" shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by, or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The "SITE" shall mean the land an/or the 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.
 - c) The "CONTRACTOR" shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company, the successor of such firm or company and the permitted assign of such individual or firm or company.
 - d) The "ENGINEER-IN-CHARGE" shall mean the Executive Engineer In charge of Jaipur Development Authority who shall supervise and be in-charge of the work.
 - e) The "GOVERNMENT DEPARTMENT" shall mean the Jaipur Development Authority.
 - f) The "Accepting Authority" shall mean Executive Committee of Jaipur Development Authority.
 - g) The "Director" or "Chief Engineer" shall mean The Director (Engineering-I) of Jaipur Development Authority.
 - h) The 'Superintending Engineer' shall mean the Superintending Engineer (ROB/RUB) of Jaipur Development Authority.



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- i) "ESTIMATED COST" shall mean the cost of the work or works as estimated on the basis of the TENDERED rate or rates agreed to between the parties to the contract.
 - j) Where the context so requires, words importing the singular only also include the plural and vice-versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.
 - k) Headings and marginal notes to these General Conditions of Contract shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The clause 23 of contract agreement i.e. standing committee for settlement of disputes is read as:

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, of the rights, duties or liabilities of either party men, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter/ constituting a total claim of Rs. 50,000/- or above, whether its decision has been otherwise provided for an whether it has been finally decided accordingly, or whether the rights or obligations of the parities, as the result of such termination, shall be referred for decision to the empowered standing committee, which would consist of the followings:

- (i) Jaipur Development Commissioner, JDA, Jaipur -Chairman
- (ii) Director (Engineering-I), JDA, Jaipur
- (iii) Director (Finance), JDA, Jaipur
- (iv) Director (Law), JDA, Jaipur
- (v) Superintending Engineer, JDA, Jaipur - Member Secretary

The Engineer-in-Charge, on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. One lac) from the contractor, shall refer the disputes to the committee within a period of three months from the date of receipt of application.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

Procedure and application form referring cases for settlement by the Standing Committee shall be, as given in form RPWA 90.



AGREEMENT No.

Year..... 20

..... Circle.

Division.....

Sub- Division.....

Name of Work: Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO)
at Jaipur.

Name of Contractor:.....

Sanction No. Dt..... Rs.....

Technical Sanction No.

Job No.

- (a) Stipulated Date of Start of work.....
- (b) Stipulated Date of Completion of work.....
- (c) Actual Date of Completion.....
- Extension applied on & sanctioned.....

Vide: C.E./S.E./E.E. No..... Dt. 20

Details of Documents

Page :

- (a) Percentage Rate Tender R.P. W.A. 100
(See rule 322 & note 1 below rule 331)
- (b) Schedule A to F
- (c) Schedule H
- (d) Schedule G
- (e) Schedule
- (f) General Specification and Conditions of Contract
- (g) Contractor's Labour Regulations
- (h).....
- (i).....

No.

Date:

Copy forwarded to:

1. Director Eng (I) / (Finance), JDA, Jaipur
2. Additional Chief Engineer, JDA, Jaipur
3. Additional Director (Revenue)/CAO, JDA, Jaipur
4. The Assistant Engineer / JEN
5. Auditor
6. Shri..... Contractor
7. M/s.....

Amended up to _____ Effective from _____



CONTRACT FOR WORK

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works, proposed for execution by Contract, will be notified in a form of invitation to tender pasted on public places and on a board hung up in the office of and signed by the JDA or other duly authorized Engineer.

The form of invitation to bid will state the work to be carried out, as well as the date of submitting and opening of bids and the time allowed for arraying out the work, also the amount of Earnest Money to be deposited with the bid and the amount of the Performance Guarantee and/or Security Deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and estimated rates/scheduled rates and any other documents required in connection with the work signed for the purpose of identification by the Executive Engineer shall be open for inspection by the Contractor at the office of the JDA or other duly authorized Engineer during office hours.

2. In the event of the bid being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a power of Attorney, authorizing to do so. Such power of Attorney will be submitted with the bid and it must disclose that the firm, is duly registered under the Indian Partnership Act, by submitting the copy or registration certificate.
3. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors and described in their bid as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person, who submits percentage rate bid, shall fill up the usual printed form stating at how much percent above or below the rates specified in Schedule G. he is willing to undertake the work. Only one rate of percentage, more or less, on all the estimated rates/scheduled rates shall be mentioned. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single bid shall include more than one work, but Contractors, who wish to bid for two or more works, shall submit a separate bid for each work. Bids shall have the name and number of work, to which they refer, written outside the envelope.



5. The JDA or other duly authorized Engineer will open the bids in the presence of any contractor(s) or their authorized representatives who may be present at the time, and will announce and enter the rates/amounts of all bids in the Register of Opening of Bids, (Form RPWA 20A). In the event of the bid being accepted, a receipt for the Earnest Money deposited shall be given to the Contractor, who shall sign copies of the specifications and other documents mentioned in Rule 1. In the event of a bid being rejected, the Earnest Money forwarded with such unaccepted bids shall, be returned to the Contractor making the same.
6. The JDA or other duly authorized Engineer shall have the right of rejecting all or any of the bids without assigning any reason.
7. The receipt of an Accountant, Cashier or any other official, not authorized to receive such amount, will not be considered as an acknowledgement of payment to the JDA or other duly authorized Engineer.
8. The memorandum of work tendered for, memorandum of materials and of tools and plant to be supplied by the Department and their rates, shall be filled in and completed in the office of the JDA or duly authorized Engineer before the tender form is issued.
9. If it is found that the bid is not submitted in proper manner, or contains too many corrections and or unreasonable rates or amounts, it would be open for the Engineer-in-charge not to consider the bid, forfeit the amount of earnest money and/ or de-list the contractor.
10. The bidder shall sign a declaration under the Official Secrets Act for maintaining secrecy of the bid documents, drawing or other records connected with the work given to him in form given below. The unsuccessful bidders shall return all the drawings given to them.

Declaration: -

"I / We hereby declare that I/We shall treat the tender documents, drawings and other records, connected with the work, as secret confidential documents, and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same."

11. Any percentage rate bid containing Item-wise rates, and any item rate bid containing percentage rate below or above estimated/scheduled rates, will be summarily rejected. However, if a bidder voluntarily offers a rebate for payment within a stipulated period, this may be considered.



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12. On acceptance of the bid, the name of the accredited representative (s) of the Contractor (with a photograph and signature attested), who would be responsible for taking instruction from the Engineer in charge, shall be communicated to the Engineer-in-charge.
 13. Sales tax or any other tax on materials, or Income Tax in respect of the contract shall be governed by Clause 36 A, B and C and B of the Conditions of Contract. Deduction of Income Tax at source will be made as per provisions of the Income Tax Act, in *** from time to time.
 14. The bid to work shall not be witnessed by a Contractor of Contractors who himself/themselves has/have bided or who may and has/have bided for the same work. Failure to observe the secrecy of the bids will bid of the contractors, bidding as well as witnessing the bid, liable to summary rejection.
 15. If on check, there are differences between the rate quoted by the Contractor in words and figures, or in the amount worked out by him, the following procedure shall be followed :-
 - (i) Where there is a difference between the rates in figures and words, the rate written in words shall prevail.
 - (ii) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount worked out.
 - (iii) While quoting rates, if rate/rates against any item of items are found to be omitted, the rate given in the Schedule 'G' by the department for such items will be taken into account while preparing comparative statement and contractor shall be bound to execute such item on 'G' schedule rates.
 - (iv) In case where percentage is given but the 'above' or 'below' not scored, the bid will be non-responsive.
 16. The 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 the contract and the original sanctioning authority in his discretion may cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of relocations by him of the provisions of the Act.
 17. The Contractor shall read the specifications and study the working drawings carefully before submitting the bid.



18. The site for execution of the work will be made available as soon as the work is awarded. In case, it is not possible for the Department to make the entire site available on the award of the work, the Contractor shall arrange his working programme accordingly. No claim, whatsoever, for not giving the site in full on award of the work or for giving the site gradually in parts will be tenable. The contractor may satisfy himself regarding site, acquisition of land, approach road etc.
19. The bid documents show already the specific terms and conditions on which bids are required by the Government. Hence, all bids should be in strict conformity with the bid documents and should be fulfilled in, wherever necessary, and initiated. Incomplete bids are liable to be rejected. The terms and conditions of the bid documents are firm; as such conditional bids are liable to be rejected.
20. The bidder, while submitting bid, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
21. The JDA or other duly authorized Engineer reserves the right in ask for submission of samples as in respect of materials for which the bidder has quoted his rates before the bid can be considered for acceptance. If the bidder, who is called upon, to do so, does not submit within seven days of written order to do so, the Engineer-in Charge shall be at liberty to forfeit the said earnest money absolutely.
22. The Contractor shall submit the list of the works, which are in hand (progress). In the following form :

Name of work	Name and particular of the Sub Division/Division, Where work is being executed.	Amount of work	Position of works in progress	Remarks
1	2	3	4	5

23. The Contractor should quote his rates only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case a Contractor has quoted rates in both the languages, and the rates so quoted differ, then the lower of the two shall be treated as the rate quoted by the Contractor.



24. All additions, deletions, corrections and overwriting, must be serially numbered and attested by the Contractor at every page, so also by the officer opening the tenders, so as to make further disputes impossible on this score.
25. After acceptance of the bid, the Contractor or all partners (in the case of partnership firm) will append photograph and signatures duly attested, at the time of execution of Agreement.
26. If any contractor, who having submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to re-bidding, he shall stand debarred from participating in such re-bidding in addition to forfeiture of Earnest Money/Security Deposit/Performance Guarantee and other action under agreement.
27. The bid documents shall be issued to those contractors only having valid enlistment as on the date of issue of documents.
28. (a) If a bidder reduces the rates voluntarily after opening of the tenders/negotiations, his offer shall stand cancelled automatically, his earnest money shall be forfeited and action for debarring him from business shall be taken as per enlistment rules.
(b) If a non-bidder offers lower rates after opening of tenders, action for debarring him from business shall be taken as per enlistment rules.
29. Contractors shall submit only unconditional tenders. Conditional bids are liable to be rejected summarily.

Bid for works

I/ We hereby tender for the execution for the Jaipur Development Commissioner of Jaipur Development Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates, (in figures) % (As well as in words) percent below/above the amount, entered in the schedule G in all respects in accordance with the specifications, designs, drawings and instructions in writing referred to in Rule 1 in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I / We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools & plant, conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.



Memorandum

- (a) General - description of work:- "Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur".
- (b) Estimated cost: Rs 1070.00 Lacs
- (c) Earnest money: Rs 21.40 Lacs @ 2% for enlisted contractors outside the JDA and Rs.5.35 Lacs @ 0.50% for contractors registered in JDA.
- (d) Performance Guarantee & Security Deposit :
- (i) "The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and condition. However the amount of security deposit deducted from running bills shall not be converted into any mode of securities bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit.
- However, a contractor may elect to deposit of full amount of 10% security deposit in the shape of bank guarantee or any acceptable form of security before or at the time of executing agreement. However, in case during execution, cost of works exceeds as shown at the time of depositing 10% as above, balance security deposit shall be deducted from the "Running Account Bills".
- (ii) Bank Guarantee shall in all cases be payable at the respective branch of the bank in Jaipur City.
- (e) Time allowed for the completion of work (to be reckoned from the 15th day after the date of written order to commence the work) is **15 Months**. Should this bid be accepted in whole or In Part, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto and of the Notice Inviting Bid, or in default thereof, to forfeit and pay to the Jaipur Development Commissioner of Jaipur Development Authority of Rajasthan or his successors in office, the sum of money mentioned in the said conditions.
- (f) A sum of Rs. 24.40 Lacs is forwarded herewith in the form of Cash, Bank Draft, Bankers Cheque as Earnest Money. This amount of earnest money shall absolutely be forfeited to the Jaipur Development Commissioner of Jaipur Development Authority or his successor in office without prejudice to any other right or remedies of Jaipur Development Commissioner of Jaipur Development Authority or his successor in his office, should. I/ We fail to commence the work specified in the above memorandum.

Signature of Witness
Witness's address & occupation

Signature of Contractor
Address of Contractor

Date:

The above bid is hereby accepted by me on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

Dated:

Executive Engineer (ROB/RUB-II)



CONDITIONS OF CONTRACT

Clause 1: Security Deposit:

The security deposit @ 10% of the gross amount of the running bill shall deducted from each running bill and shall be refunded as per rules on completions of the contract as per terms and condition. However the amount of security deposit deducted from running bills shall not be converted into any mode of securities bank guarantee, FDR etc. The earnest money deposited shall however be adjusted while deducting security deposit from first running bill of the contractor. There will be no maximum limit of security deposit..

A contractor may however, elect to furnish bank guarantee or any acceptable form of security for an amount equal to the full amount of security deposit @ 10% of the work order before or at the time of executing the agreement. However during execution of the work if cost of work exceeds as shown at the time of furnishing bank guarantee, balance security deposit shall be deducted from the "Running Account Bills".

All compensation or other sums of money payable by the Contractor to Jaipur Development Authority under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Performance Guarantee and/or Security Deposit, or from interest arising there from, or from any sums, which may be due or may become due to the Contractor by the JDA on any account whatsoever, and in the event of this Security Deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractor shall within ten days thereafter, make good in cash or Bank Guarantee of Nationalized/Scheduled Bank, as aforesaid, any sum or sums which may have been deducted from or raised by sale of his Performance Guarantee and / or Security Deposit or any part thereof.

In case of Bank Guarantee of any Nationalized/Scheduled Bank is furnished by the Contractor to the Jaipur Development Authority, as part of the Security Deposit/Performance Guarantee and the bank goes into liquidation or, for any reason, is unable to make payment against the said Bank Guarantee, the loss caused thereby shall fall on the Contractor and the Contractor shall forthwith, on demand, furnish additional security to the Jaipur Development Authority to make good the deficit.

The liability or obligation of the bank under the Guarantee Bond shall not be affected or suspended by any dispute between the Engineer-in-charge and the Contractor, and the payment, under the Guarantee Bond by the bank to the Jaipur Development Authority shall not wait till disputes are decided. The bank shall pay the amount under the Guarantee, without any demur, merely on a demand from the Jaipur Development Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the Contractor. The demand, so made, shall be conclusive as regards, to amount due and payable by the bank, under the



guarantee limited to the amount specified in the guarantee Bond. The guarantee will not discharged due to the change in the constitution of the Bank or the Contractor.

The Bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in-charge, which shall include the period of completion of the contract and the defect removal period as per terms or the Agreement, Bank's liability shall, stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the Bank Guarantee including the extended period. After satisfactory completion of the contract and clearance of all dues by the Contractor, the Director (Engineering)-I or duly authorized Engineer will discharge the Bank Guarantee after expiry of the original or the extended period, as the case may be. In case the date of expiry of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

Jaipur Development Authority is not concerned with any interest accruing to the Contractor. On any form of Security (primary or collateral) lodged by him with the bank or any sums payable to sureties obtained by the Bank as counter guarantee to secure its own position. These will be the matters between the Bank and the Contractor.

Clause 2: Compensation for delay:

The time allowed for carrying out the work, as entered in the tender, shall be strictly observed by the Contractor and shall be reckoned from the 15th day after the date of written order to commence the work given to the Contractor. If the contractor does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money, Performance Guarantee and Security Deposit. Besides, appropriate action may be taken by the Engineer-in-charge/competent authority to debar him from taking part in future bids for a specified period or black list him. The work shall, throughout the stipulated period of completion of the contract, be proceeded with all due diligence, time being essence of the contract, on the part of the Contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time *** elapsed. If the contractor fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the contractor, the contractor shall be liable to pay compensation to the Jaipur Development Authority at every time span as below: -

A.	Time Span of full stipulated period	1/4th	1/2th	3/4th	Full
B.	Work to be completed in terms or money.	(..... days) 1/8th	(..... days) 3/8th	(..... days) 3/4th	(..... days) Full



C.	Compensation payable by the contractor for delay at the stage of :	(Rs.....) 2.5% of Scheduled work remained unexecuted on the last day of (1/4) time span.	(Rs.....) 5% of Scheduled work remained unexecuted on the last day of (1/2) time span.	(Rs.....) 7.5% of Scheduled work remained unexecuted on the last day of (3/4) time span.	(Rs.....) 10% of Scheduled work remained unexecuted on the last day of contracted full period.
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Note : In case delayed period over a particular span is stilt up and is jointly attributable to government and contractor, the competent authority may reduce the compensation in proportion of delay attributable to government over entire delayed over that span after clubbing up the split delays attributable to government and this reduced compensation would be application over the entire delayed period without paying any escalation. Following illustration is given.

First time span is of 6 months, delay is of 30 days which is split over as under 5 days [attributable to government] + 5 days [attributable to contractor] + 5 days [attributable to government] + 5 days clubbed to 15 days [attributable to government] and 15 days [attributable to contractor]. The normal compensation 30 days as per clause 2 of agreement is 2.5 which can be reduced as $2.5 \times 15/30 = 1.25$ over 30 days without any escalation by competent authority.

The contractor shall, further, be found to carry out the work in accordance with the date and quantity entered the progress statement attached to the bid.

In case the delay in execution of work is attributable to the contractor, then span wise compensation as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The Price escalation, if any, admissible under clause 45 of Conditions of Contract would be admissible only on such rates and cost of work, as would be admissible if work would have been carried out in that particular time span. The Engineer-in-charge shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to contractor, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the Contractor before execution of the agreement and it is entered in agreement as well as same has been accepted by the Engineer-in charge, the Contractor shall complete the work within the said time schedule. In the event of the Contractor failing to comply with this condition, he shall be liable to pay compensation as prescribed in forgoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this Clause shall not exceed 10% of



the value of the contract. While granting extension in time attributable to the Jaipur Development Authority reasons shall be recorded for each delay.

Clause 3: Risk & Cost Clause:

The Engineer-in-charge or the Competent Authority defined under rules may, without prejudice to his rights against the Contractor, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases :-

- (i) If Contractor having been given by the Engineer-in-charge, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the Contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion of he has already, failed to complete the work by that date.
- (ii) If the Contractor, being a company, shall pass a resolution or 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 Creditor to appoint a receiver or a manager or which entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms and conditions of this contract.
- (iv) If the contractor commits any acts mentioned in clause 19 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid. The Engineer in-charge behalf of the Jaipur Development Commissioner of Jaipur Development Authority shall have powers.

- (a) To determine or rescind the contract as aforesaid of which determination or rescission notice in writing to the contractor under the hand of the Engineer in charge shall be conclusive evidence upon such determination or rescission, the earnest money, full security deposit of the contract and performance guarantee of the contractor shall be liable to be forfeited and shall be absolutely at the disposals of Jaipur Development Authority.
- (b) To employ labour paid by the department and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certified by the Engineer in charge shall be final and conclusive against the contractor) and crediting



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- him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract. The certificate of the divisional officer as to the value of the work done, shall be final and conclusive evidence against the contractor provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred the department are less than amount payable to the contractor at his agreement rates the difference shall not be paid to the contractor.
- (c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Jaipur Development Authority under this contract or on any other account whatsoever or from his earnest money, security deposit, performance guarantee, enlistment security or the proceeds of sales thereof or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the engineer in charge the contractor shall not claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer in charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4: Contractor remains liable to pay compensation, if action not taken under clause 3:

- (i) In any case in which any of the powers conferred by clause 3 hereof shall have become exercisable and the same shall have not been exercised the non exercise thereof shall not constitute waiver of any of the conditions thereof and such power shall not with starting be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit/performance guarantee/Easiest money/Enlistment security and the liability of the contractor for past and future compensation shall remain unaffected.
- Powers to take possession of or require removal sale of contractor plant.**
- (ii) In the event of the Engineer in charge putting in force powers vested in him under the preceding clause 3, he may, if he so desires, take possession of all or any tools plants



materials and stores in or upon the works or the site, thereof, or belonging to the contractor of procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates, to be certified by the JDA or duly authorized Engineer (whose certificate thereof shall be final and conclusive) otherwise the Engineer in charge may give notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any requisition, the JDA or other duly authorized Engineer may remove them at the contractors expenses by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the JDA or other duly authorized Engineers, as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5: Extension of Time:

If the contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Engineer in charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the authority competent to grant extension under the rule/delegation of powers or other duly authorized Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper, if the period of completion of contractor expires before the expiry of the period of one month provided in this clause the application for extension shall be made before the expiry of the period stipulated for completion of contract the competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finally of work. Such extensions shall be granted in accordance with provisions under clause (2) of this agreement.

Clause 5 A: Monthly returns of extra claims:

Contractor has to submit a return every month for any work claimed as extra. The contractor delivery the return in the office of the executive engineer and obtain receipt number of the receipt register of the day on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed as extra by the contractor which value shall be based upon the rates and prices mentioned in the contractor or in the schedule of rates in force in the district for the time being. The contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not included whatsoever be the circumstance.



Clause 6: Final certificate:

On completion of the work the contractor shall send a registered notice to the Engineer in charge giving the date of completion and sending a copy of it to the officer accepting the contractor on behalf of the J.D.C. and shall request Engineer In-Charge to give him a certificate of completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the site on which the work shall be executed all scaffolding surplus materials and rubbish and cleared off the dirt from all wood work doors walls floors or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof he had filled up the pits. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and clearing off dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may, at the expenses of the contractor, remove such scaffolding, surplus materials and the rubbish and dispose of the same, as he thinks fit, and clean off such dirt and fill the pit, as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. On completion, the work shall be measured by the Engineer in charge himself or through his subordinates whose measurements shall be binding and conclusive against the contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid, the Engineer in charge had reason to believe that the measurements taken by his subordinates are not correct the engineer in charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the contractor and to take measurements again after giving reasonable notice to the contractor and such pre-measurement shall be binding on the contractor.

Within ten/thirty days of the receipt of the notice Engineer in charge shall inspect the work and if there is no visible defects on the face of the work shall give the contractor, a certificate of completion. If the Engineer in charge finds that the work has been fully completed. 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 Engineer in charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final certificate of work shall be given after the visible defects pointed out as above have been removed. Ten days will apply to works at the headquarters of Engineer-in-charge and thirty days for works at other place.

Clause: 7: Payment on intermediate certificate to be regarded as advance:

No Payment shall be made for works estimated to cost less than rupees twenty five thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty five thousand the contractor for shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the engineer in charge, whose certificate of such



approval and passing of sum so payable shall be final and conclusive. Running Account bill shall be paid within 15 days from presentation. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not be erected or considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude determine or effect in any way the powers of the Engineer -in-charge under these conditions or any of them to final settlement and adjustment of the accounts or otherwise or in any other way vary of effect the contract. The final bill shall be made/submitted by the Contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 7 A: Time Limit for Payments of Final Bills:

The final bill shall be paid within 3 months on presentation by the contractor after issuance of final completion certificate in accordance with clause 6 of the conditions of contract. If, there shall be any dispute about any item(s) of the work, then the undisputed item(s) only, shall be paid within the said period of 3 months if a final bill (which contains no disputed item or disputed amount of any item) is not paid within the period of 3 months from presentation of final bill or 6 months from the date of receipt of registered notice regarding completion of work in accordance with clause 6 of the conditions of the contract, the defects, if any shall be brought to the notice of the higher authority. The period of 3 months shall commence from the date of rectification of the defects. The higher authority shall ensure that in no case final bill should be left unpaid after 9 months from the receipt of registered notice regarding completion of work. The contractor shall submit a memorandum of the disputed items along with justification in support within 30 days from the disallowance thereof, and if he fail, to do so, his claims shall be deemed to have been fully waived and absolutely extinguished.

Clause 8: Bills to be submitted monthly:

A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up to said work in the presence of the Contractor, whose signature in the Measurement Book will be sufficient warrant and the Engineer-in-charge may prepare a bill from such Measurement, Book, which shall be binding on the Contractor in all respects.



Clause 8 A: Contractor to be given time to file objection to the Measurements recorded by the Department: -

Before taking any measurement of any work, as have been referred to in preceding Clauses 6, 7 & 8, the Engineer-in-charge or a subordinate, deputed by him, shall give reasonable notice to the Contractor. If the Contractor fails to be present at the time of taking measurements after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge, then in any such event, the measurements taken by the Engineer-in-charge or by the subordinates deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Clause 8 B: Recovery of cost of preparation of the Bill:

In case of contractors of class "A" and "AA" do not submit the bill with time fixed, the Engineer-in-charge may prepare the bill as per provision of clause 8 of the conditions of contract but deduction @ 0.5% of amount of such a bill shall be made and credited to the general revenue on account of preparation of bill.

Clause 9: Bills to be on printed forms:

The Contractor shall submit all bills on the printed forms, to be had on application, at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the bid or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the bid, at the rates hereinafter provided for such work.

Clause 9 A: Payments of Contractor's Bills to Banks:

Payments due to the Contractor may if so desired by him, be made to his Bank instead of direct to him, provided that the contractor has furnished to the Engineer-in-charge (i) 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 (ii) his own acceptance of the correctness of the account made out, as being due, to him, by Government, or his signature on the bill or other claim preferred against Jaipur Development Authority before settlement by the Engineer-in-charge of the account or claim, by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should, whenever possible, present his bill duly receipted and discharged through his Banker. Nothing, herein contained, shall operate to create in favour of the Bank any rights vis-à-vis the Jaipur Development Commissioner of Jaipur Development Authority.

Clause 10: Stores supplied by Jaipur Development Authority: -

If the specification of estimate of the work provides for the use of any special description of material, to be supplied from Engineer-in-charge's stores, or if, it is required that contractor shall use certain stores to be provided by the Engineer-in-charge specified in the schedule or memorandum hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are, for time to time, required to be used by him for the purpose of



the contract only, and the value of the full quantity of materials and stores, so supplied; at the rate specified in the said schedule or memorandum, may be set off or which may be deducted from any sum, then due or thereafter become due, to the contractor under the contract or otherwise or against or from the performance Guarantee and or Security Deposit or the proceeds of sale, if the same is held in Jaipur Development Authority securities, the same or a sufficient portion thereof being in this case, sold for this purpose. All materials supplied to the Contractor, either from departmental stores or with the assistance of Government, shall remain the absolute property of Government. The Contractor shall be the trustee of the Stores/Materials, so supplied/procured and these shall not, on any account, be removed from the site of work and shall be all times open to inspection by the Engineer-In-charge. Any such material unused and in perfectly good condition at the time of completion or determination or rescinding of the contract, shall be returned to the Divisional Officer's Stores. If by a notice in writing under his hand, he shall so require, and if on service of such notice, the contractor fails to return the materials so required he shall be liable to pay the price of such materials in accordance with the provision of Clause 10B in bid. But the Contractor shall not be entitled to return any such materials, unless with such consent, and shall have no claim for compensation on account of any such materials, so supplied to him as a foresaid being unused by him, or for any wastage in or damage to any such materials. For the stores returned by the Contractors, he shall be paid for at the price originally charged excluding storage charges, in case of material supplied from departmental stores and actual cost including freight, cartage, taxes etc. paid by the contractor, in case of supplies received with the assistance of Government, which, however, should in no case exceed market rate prevailing at the time the materials are taken back. The decision of the Engineer-in charge as to the price of the stores returned keeping in view its condition etc, shall be final and conclusive. In the event of breach of the aforesaid condition, the Contractor shall in addition to throwing himself open in account for contravention of the terms of the license or permit and/or for criminal breach of trust, pay to the Government, all advantages or profits resulting, or which in the usual course, would result to him by reason of such breach. Provided that the contractor shall, in no case be entitled to any compensation or damage on account of any delay in supply thereof, all or any such materials and stores.

Clause 10A: Rejection of materials procured by the contractor:

The Engineer-in charge 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 Engineer-charge shall be at liberty to employ other person (s) to remove the same without being answerable or accountable for any loss of damage, that may happen or arise to such materials to substituted thereof, and in case of default, Engineer-in charge may cause the same to be supplied and all costs. Which may attend such removal and substitution, are to be born by the contractor.



Clause 10B: Penal rate in case of excess consumption:

The contractor shall also be charged for the materials consumed in excess of the requirements calculated on the basis of standard consumption approved by the department at double of the issue rate including storage and supervision charge or market rate, whichever is higher. A Material supply and consumption statement in prescribed Form RPWA 35A shall be submitted with every Running Account Bill, distinguishing material supplied by the Government and the material procured by the Contractor himself. The recovery for such material shall be made from Running Account Bill next after the consumption and shall not be referred certificate of such nature shall be given in each running Account Bill.

Clause 10 C: Hire of Plant and Machinery:

Special Plant and Machinery, required for execution of the work may be issued to the contractor, if available, on the rates of hire charges and other terms and condition as per departmental Rules, as schedule annexed to these conditions. Rates of such Plant & machinery shall be got revised periodically so as to bring them at par with market rate:

Clause 11: Works to be executed in accordance with specifications, Drawings, Orders, etc.

The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect in strict accordance with the Specification. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work assigned by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and 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.

These specifications of work, material, methodology of execution, drawings and designs shall be signed by the contractor and executive Engineer while executing agreement and shall form part of agreement.

Clause 12:

The Engineer-in-charge shall have power to make any alteration omission or additions to or substitutions for the original specification, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work accordance with any instruction which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work shall be carried out work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion.



The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

- (i) If the rate for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work , such rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work can not be determined in the manner specified in the sub-clause (i) to (ii) above, then the rates for such composite work items shall be worked out on the basis of the concerned Schedule of Rates of the Districts / Area specified above minus / plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to bid. Provided always that if the rates for a particular part of parts of the item is not in the Schedule of Rates, the rate for such part or parts will be determined by the Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- (iv) If the rate for the altered, additional or substituted work item cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rates which it is his intention to charge for which class of work supported by analysis of the rate or rates claimed and the Engineer-in-Charge shall determine the rates or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Engineer-in-Charge by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates on items failing under the clause.
- (v) Except in case of items relating to foundations, provisions contained sub-clauses (i) to (iv) above shall not apply to contract or substituted items as individually exceed the percentage set out in the bid documents under Clause 12.A.

For the purpose of operation of Clause 12(v) the following works shall be treated as work relating to foundations:-

- (a) For buildings, compound wall, plinth level or 1.2 meters (4 ft.) above ground level whichever is lower, excluding items above flooring and D.P.C. but including base concrete below floors.
- (b) For abutments, pier, retaining wall of culverts and bridges, walls of water reservoir and the bed of floor level.



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- (c) For retaining walls, where floor levels is not determinate 1.2 meters above the average ground level or bed level.
 - (d) For roads, all items of excavation and filling including treatment of sub base and soling work.
 - (e) For water supply lines, sewer lines underground storm water drains and similar work all items of work below ground level except items of pipe work for proper masonry work.
 - (f) For open storm water drains, all items of work except lining of drains.
 - (g) Any other items of similar nature which Engineer-in-charge may decide relating to foundation.

The rate of any such work, except the items relating to foundations, which is in excess of the deviation limit, shall be determined in accordance with the provisions contained in Clause 12A.

Clause 12A:

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total value of additional work shall not exceed 50% of the total contract value, unless otherwise mutually agreed by the Engineer-in-charge and the Contractor.

In case of contract substituted items or additional items, which results in exceeding the deviation limit laid down in this clause except items relating to foundation work. Which the contractor is required to do under Clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rate supported by proper analysis in respect of such items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the bid for the main work or can be derived in accordance with the provision of sub clause (ii) of Clause 12 and the Engineer-in-charge, may revise their rates having derived in according with the provision of sub-clause may revise their rates having regard to prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Engineer-in-charge shall be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry out in such manner, as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items failing under this clause.

All the provisions of the preceding paragraph shall equally apply to decrease in rates of items for quantities in excess of the deviation limit notwithstanding the fact that the rates for such items exist in the bid for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding clause 12 and the Engineer-in-charge may revise such rates having regard to the prevailing market rates unless otherwise mutually agreed by the engineer-in-charge and the contractor.



Clause 13: No compensation for alteration in or restriction of work to be carried out:

If at any time after the commencement of the work the Jaipur Development Authority shall, for any reason, whatsoever, not require the whole work, thereof, as specified in the bid, to be carried out, the Engineer-in-charge shall give notice, in writing of the fact to the contractor, who shall have no claim to any payments 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. Provided, that the contractor shall be paid the charges for the cartage only, of materials actually brought to the site of the work by him for bonafide use and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof, and taken them back by the contractor provided, however that the Engineer-in-charge shall have, in all such cases, the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case the option of taking over all or any such materials at their purchase price or at local market rates whichever may be less. In the case of such stores, having been issued from Jaipur Development Authority stores, charges recovered, including storage charges, shall be refunded after taking into consideration any deduction for claim on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of the Engineer in Charge shall be final.

Clause 14: Action and compensation payable in case of bad work:

If, it shall appear to the JDA or any authorized authority or the Engineer-in-Charge or his subordinates in charge of the work, or to the committee of retired officers / officers appointed by the Jaipur Development Authority for the purpose that any work has been executed with unsound, imperfect or unskillful workmanship, prior with material of any interior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted, or otherwise not in accordance with contract, the contractor shall be demand in writing from the Engineer in charge, specifically the work / materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, will rectify or remove and reconstruct the work, so specified, in whole or in part, has the case may be, remove the materials or articles, so specialties and provide other proper and suitable materials or articles at his own cost and in the event of his failing to do so, within a period to be specified by the Engineer-in-charge in his demand, as aforesaid, then the contractor shall be liable to pay compensation, at the rate of one percent on the bided amount of work for every week not exceeding ten percent, while his failure to do so shall continue, and in the case of any such failure, the Engineer - in - Charge may rectify or remove and re-execute the work or remove and replace within others, the materials or articles or articles complained of as the case may be, at the risk and expense, in all respects of the contractor.



Clause 15: Work to be open to inspection: Contractor or his responsible agent to be present.

All work, under or in course of execution or executed in pursuance of the contract, shall at all times, be open to inspection and supervisor of the Engineer-in-charge and his superior officers e.g. Superintending Engineer, Additional JDA, Chief Technical Engineer, JDA, and his subordinates and any other authorized agency of the Jaipur Development Authority and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer in charge in or his subordinate and any other authorized agency of Jaipur Development Authority or committee of retired officers / officers appointed by the Jaipur Development Authority for the purpose to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions or have a reasonable agent, duly accredited in writing, present for the purpose. Orders given to the Contractor agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 16: Notice to be given before any work is covered up:

The Contractor shall given not less than 7 days notice, in writing, to the Engineer-in-Charge of the work, before covering up or otherwise placing beyond the reach of measurement, any work in order that they may be measured and correct dimensions thereof, be taken before the same is so covered up or placed beyond the reach of measurement and shall no cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge of the work and if, any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expenses or in default, thereof, no payment or allowance shall be made for such work, or for the materials, with which the same was executed.

Clause 17: Contractor liable for damage done and for imperfections:

If the Contractor of his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work. While in progress, from any cause, whatsoever, or any imperfections become apparent in it, within a period specified in clause 37, after a certificate, final or otherwise of its completion, shall have been given by the Engineer-in-charge, may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18: Contractor to supply Plant, Ladders, Scaffolding etc.

The contractor shall arrange and supply, at his own cost, all material (except such special materials, if any, as may, in accordance with the contract, be supplied from the Engineer-in-



charge's stores), plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered, or substituted, and whether included in the specification or other documents, forming part of the contract, or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under the conditions, he is entitled to be satisfied of which he is entitled to require, together with carriage thereof, to and from the work. The contractor shall also arrange and supply, without charge, the requisite number of persons with the means and material necessary of the purpose of setting out work and counting, weighing and assisting, in the measurement or 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 Engineer-in-charge at the expenses of the Contractor, and the expenses maybe deducted from any money due to the Contractor under the contract, or from his performance Guarantee and / or security deposit or the proceeds of sale thereof, or a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of difference of every suit, action or other proceeding at law, that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs, which may be awarded in any such suit, action proceedings to any such person or which may, with the consent of the Contractor be paid to compromise any claim by any such person.

Clause 19: Work not to be sub-let contract may be rescinded and security deposit and performance forfeited for sub-letting, bribing or if contractor becomes insolvent.

The contract shall not be assigned or sublet without the written approval of the JDA, and if the contractor shall assign or sublet his contract or attempt so to do, or become insolvent, or commence any insolvency proceedings or mark any composition with his creditors, or attempt to so to do, or if any bribe, gratuity, gift, loan, requisite reward or advantage, pecuniary or otherwise, shall either, directly or indirectly, be given promised or offered by the Contractor or any of his servants or agents, 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 may thereupon, by notice, in writing rescind the contract and the performance guarantee and security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Jaipur Development Authority and the same consequences shall ensure as, if the contract had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore, actually performed under the contract.

Clause 20: Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Jaipur Development Authority



without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21: Changes in Constitution of firm:

Where the Contractor is partnership firm, the previous approval, in writing, of the Engineer-in-charge shall be obtained before business any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work thereby undertaken by the contractor. If, previous approval, as aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of clause 19 thereof, and the same action may be taken and the same consequence shall ensure, as provided in the said clause 19.

Clause 22: Work to be under direction of Engineer-in-charge

All the works, to be executed under the contract, shall be executed under the direction and subject to the approval. In all respect, of the Engineer-in-charge of the Jaipur Development Authority for the time being, who shall be entitled to direct, of what point or points and in what manner, they are to be commenced and from time to time carried on.

Clause 23: Standing committee for Settlement of disputes:

If any question, difference or objection, whatsoever shall arise in any way, in connection with or arising out of this instrument, or the meaning of operation of any part thereof, or the rights, duties or liabilities of either party then, save in so far, as the decision of any such matter, as herein before provided for, and been so decided, every such matter constituting a total claim of Rs.50000/- or above, whether its decision has been otherwise provided for an whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights or obligations of the parties, as the result of such termination, shall be referred for decision to the Empowered Standing Committee, which would consist of the followings:-

1. Jaipur Development Commissioner, JDA, Jaipur -Chairman
2. Director (Engineering)-I, JDA, Jaipur
3. Director (Finance), JDA, Jaipur
4. Director (Law), JDA, Jaipur
5. Superintending Engineer, JDA, Jaipur - Member Secretary

The Engineer-in-charge, on receipt of application along with non refundable prescribed fee, (the fee would be two percent of the amount in dispute, not exceeding Rs. one lac) from the contractor, shall refer the disputes to the committee within a period of three months from the date of receipt of application.



The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the Bid Documents. None of these documents shall be used for any purpose other than that of this contract.

Procedure and application form referring cases for settlement by the Standing Committee shall be, as given in form RPWA 90.

Clause 23 A: Contractor to indemnify for infringement of Patent or design.

Contractor shall fully indemnify the Jaipur Development Authority 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 articles or part thereof included in the contract, in the event of any, claims made under or action brought against Government. In respect of any such matters, as aforesaid, the contractor shall be immediately, noticed thereof, and the 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 contractor shall not be liable to indemnify the Jaipur Development Authority, if the infringement of the patent or design or any alleged patent, or design, right is the direct result of an order passed by the Engineer-in-charge in his behalf.

Clause 24: Imported Store articles to be obtained from Government:

The contractor shall obtain from the stores of the Engineer-in-charge, all imported store articles, which may be required for the work or any part thereof, or in making up articles required thereof, or in connection therewith, unless he has obtained permission in writing, from the Engineer-in-charge, to obtain such stores and articles from elsewhere. The value of such stores and articles, as may be supplied to the contractor by the Engineer-in-charge, will be debited to the contractor, in his account, at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price, which for the purposes of this contract, shall include the cost of carriage and all other expenses, whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid plus storage charges.

Clause 25: Lump sums in estimates:

When the estimate on which a bid is made includes lump sums, in respect of parts of the work, the contractor shall be entitled to payment in respect of the item of work involved, or the part of the work in question at the same rates, as are payable under the contract for such items or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, in Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive with regard to any sum or sums payable to him under the provisions of this clause.



Clause 26: Action where no Specification:

In case of any class of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the detailed specification of the department and also in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 27: Definition of work;

The expression "Work" or "Works" where used in these conditions, shall unless there be something either in subject or context, repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause 27 A: Definition of Engineer-in-charge.

The term "Engineer-in-charge" means the Executive Engineer, who shall supervise, and be in charge of the work, and who shall sign the contract on behalf of the Jaipur Development Commissioner of Jaipur Development Authority.

Clause 28:

It cannot be guaranteed that the work will be started immediately after the bids have been received. No claims for increase of rate will be entered, if the bids for starting work are delayed.

Clause 29: Payments at reduced rates on account of items of work not accepted and not completed to be at the discretion of the Engineer-in-charge.

The rates for several items of works, estimated to cost more than Rs.1000/- agreed within, will be valid only when the item concerned is accepted, as having been completed fully in accordance with the sanctioned specifications. In cases, where the items of work are not accepted, as so completed, the Engineer-in-charge may make payment on account of such items, at such reduced rates as he considers reasonable, in the preparation of final or on account bills, and his decision in the matter shall be final and binding.



Clause 29A: Payments at part rates:

The rates for several items of works may be paid at his rates provisionally in running bills in proportion to the quantum of items executed at the discretion of Engineer-in-charge. In case of item rates, if the rate quoted for certain items are very high in comparison to the average / overall bid premium, then the payment at running stages shall not be made more than the average sanctioned premium. The deferred payment, will however be released after successful completion of the work.

Clause 30: Contractor's percentage, whether applied to net or gross amount of bills:

The percentage referred to in the "Bid of Works" will be deducted / added from / to the gross amount of the bill before deducting the value of any stock issued.

Clause 31: Contractor to adhere to labour laws / regulation:

The contractor shall adhere to the requirements of the Workmen's Compensation Act and Labour Legislation in force from time to time and be responsible for and shall pay any compensation to his workmen which would be payable for injuries under the workmen Compensation Act, hereinafter called the said Act. If such compensation to his workmen which would be payable for injuries under the Workmen's Compensation Act, hereinafter called the said Act. If such compensation is paid by the State as Principal employer under sub Section (1) of section 12 of the said Act, on behalf of the contractor it shall be recoverable by the State from the Contractor under sub section (2) of the said section. Such compensation shall be recovered in the manner laid down in clause I of the conditions of contract.

Note: All Contractors with Government shall require registration of workers under the Building & other Construction Workers (Regulation of Employment & Conditions of Services) Act, 1996 and extension of benefit to such workers under the Act.

Clause 32: Withdrawal of work from the Contractor:

If the Engineer-in-charge shall at any time and for any reasons, whatsoever, including inability to maintain prorate progress, think any portion of the work should not be executed or should be withdrawn from the contractor, he may, by notice in writing to that effect require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor for the portion of work, so specified, and the contractor shall not be entitled to any compensation, by reason of such portion of work having been withdraw from him. The Engineer-in-charge may supplement the work by engaging another agency to execute such portion of the work at the cost of the original contractor, without prejudice to his rights under Clause 2. He shall also be competent to levy compensation for delay in progress. The recovery of excess cost shall be made from next available running bill or any other claim and shall not be deferred.



Clause 33: The contractor includes clearance, leveling and dressing of site within a distance of 15 meters of the structure / building on all sides except where the building adjoins another building.

Clause 34: Project Works:

The 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 Engineer-in-charge, from time to time. Any damage to the work, so protected, no matter how it may be caused, shall be made good by the contractor free of cost.

All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge are necessary for the proper and workman like execution of the work, shall be provided by the Contractor free of cost.

Clause 35: Contractor liable for settlement of claims caused by his delays:

If the progress of the work has fallen so much in arrears as to prevent other contractors on the work, from carrying out their part of the work within the stipulated time, he will be liable for settlement of any claim, put in by any of these contractors for the expenses of keeping their labour unemployed, to the extent considered reasonable by the Engineer-in-charge.

Clause 36A: The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.

Clause 36B:

The cost of all water connections, necessary for execution of work, and the cost of water consumed and hire charges of meters and the cost of electricity consumed in connection the execution of work, shall be paid by the Contractor except where other specifically indicated.

Clause 36C: Payment of Sales Tax and any other Taxes:

Royalty or other tax on materials, issued in the process of fulfilling contract payable to the Jaipur Development Authority under rules in force will be paid by the Contractor himself.

Clause 36D:

In respect of goods and materials procured by the Contractor for use in works under the contract, sales tax will be paid by the contractor, himself. But in respect of all such goods manufactured and supplied by the Contractor and works executed under the contract, the responsibility of payment of Sales tax would be that of the Engineer-in-charge.

Clause 37: Refund of Performance Guarantee and Security Deposit:

The performance Guarantee and / or security deposit will be refunded after the expiry of the period, as prescribed below:-

- (a) In case of contracts relating to hiring of trucks and other 'T' & 'P' transportation including loading, unloading of materials, the amount of performance guarantee / security deposit is refundable along with the final bill.
- (b) Supplies of material: As per provision of the G.F. & A.R.



- (c) Ordinary repair: 3 months after completion of the work provided the final bill has been paid.
- (d) Original works / special repairs / renewal works: Six months after completion except in case of works, such as building works, bridge works, cross drainage work, Dams, canals water supply and sewerage schemes (except where provided otherwise in any specified case) etc., the Performance Guarantee / Security Deposit will be refunded 6 months after completion or expiry of one full rainy season, or after expiry of defect liability period as defined in the special condition of agreement whichever is later, provided the final bill has been paid. (Regarding "refund of performance guarantee and security deposit").

"In case of underpass, road, bridge and CD works (original/special, repairs/renewals). The defect Liability period shall be five years after completion of works".

- (e) The Security Deposit amount shall become due and shall be paid to the contractor after expiry of Defect Liability Period of work, except for expansion joints, for which the liability period shall be 60 months.

The Security Deposit will be released in the following stages after satisfactory performance certificate issued by Engineer-In-Charge:--

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|---|---------------------------------|----------------------------|
| 1 | After completion of one year: | 10 % of SD Amount |
| 2 | After completion of two years: | 10 % of SD Amount |
| 3 | After completion of three years | 10 % of SD Amount |
| 4 | After completion of four years | 20 % of SD Amount |
| 5 | After completion of five years: | Remaining 50% of SD Amount |

Clause 38: Fair Wage Clause:

- (a) The Contractor shall pay not less than fair wages / minimum wages to laborious engaged by him on the work as revised from time to time by the Jaipur Development Authority but the Jaipur Development Authority shall not be liable to pay anything extra for it except as stipulated escalation clause (clause 45) of the agreement.
Explanation: Fair wage means minimum wages for time or piece work, fixed or revised, by the State Govt. the Minimum Wages Act. 1948.
- (b) The Contractor shall, notwithstanding the provisions of any contract to the country, cause to be paid fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work as if the labourers have been immediately or directly employed by him.
- (c) In respect of all labourers immediately or directly employed on the work, for the purpose of the contractor's part of this agreement, the (Contractor shall comply with or cause to be complied with the Public Works Department Contractors Labour Regulations made, or that may be made by the Government, from time to time. With regard to payment of wages, wages period, deductions from wages,



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- (d) recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wages card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and other matters of a like nature.
 - (e) The Engineer-in-charge shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers, by reasons of non-fulfillment of the conditions of the contract, for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the contract, or as a result of non - observance of the aforesaid regulations.
 - (f) Vis-à-vis the Jaipur Development Authority of Rajasthan, the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnify from his sub-contractors.
 - (g) The regulations, aforesaid, shall be deemed to be part of this contract and any breach, thereof, shall be deemed to be breach of the contract.

Clause 39: Contractor to engage technical staff:

The contractor shall engage the technical staff as follows, on the contract works at his own cost for which nothing extra will be payable.

- (a) **Project Manager:** -- He should be a Graduate Engineer having overall experience of not less than 15 years. If the contractor fails to appoint such Project Manager, Rs.1,00,000.00 (Rupees One Lacs) per month will be deducted.
- (b) **Senior Site Engineer:** - One Graduate engineer having experience of 10 years. If the contractor fails to appoint such Senior Site Engineer Rs. 50,000.00 (Rupees Fifty Thousands) per month will be deducted.
- (c) **Site Engineer:** -- One Graduate/ Diploma engineer having experience of 5 years. If the contractor fails to appoint such Senior Site Engineer Rs.25,000.00 (Rupees Twenty Five Thousands) per month will be deducted.
- (d) **Quantity Surveyor :--** One Diploma engineer having experience of 2 years. If the contractor fails to appoint such Senior Site Engineer Rs.20,000.00 (Rupees Twenty Five Thousands) per month will be deducted.
- (e) However, in the event of non appointment of such Technical personals, JDA may engage such technical personals and actual salary be deducted in addition to the deductible amount mentioned in clause 39(a), (b), (c) & (d). The contractor, before appointing these Technical personals will have to got the CV approved by



JDA. The technical staff should be available at site, whenever required by Engineer-in-charge to take instructions.

Clause 39A: The 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 contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of said Act.

Clause 40: Safety of Works : The Contractor shall follow the safety code. The contractor shall be fully responsible for safety of works at site taking note of all the necessary provisions as per Employer's conditions of contract for safety, Health and Environment Manual (SHE Manual) available at Section 7, which shall be binding on the contractor. The contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case the contractor fails in the above, the Employer may provide necessary arrangements and recover the cost from contractor.

Clause 41: Near Relatives barred from tendering: The contractor shall not be permitted to bid for works, in same Circle, in which his near relative is posted as Accountant or as an officer in any capacity between the grades of the Superintending Engineer and Assistant 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 relative to any gazetted officer in the organization / Department. Any breach of this condition by the contractor would render him liable to be removed from the approval list of contractors of the Department. If such facts is noticed (a) before sanction of bid, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the bid then bid sanctioning authority may at his discretion forfeit his earnest money, performance guarantee, security deposit and enlistment deposit and the work / remaining work may allot to any registered contractor on the same rates as per rules.

Note : By the term 'near relative' is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles and cousins and their corresponding in laws.

Clause 42: Retired Gazetted Officers barred for 2 years: No Engineer of Gazetted rank or other Gazetted officer, employed in Engineering or Administrative duties in an Engineering Department of the Jaipur Development Authority, is allowed to work as a contractor for a period of 2 years, of his retirement from Jaipur Development Authority Service without the previous permission of Jaipur Development Authority. The contract is liable to be cancelled, if either the contractor or any of his employee found, at any time, to be such a person, who had not obtained the permission from as aforesaid before submission of the bid or engagement in the contractors service as the case may be.

Clause 43: Quality Control

The Jaipur Development Authority shall have right to exercise proper quality Control measures.

Clause 43A :



The work whether fully constructed or not and all materials machinery tools and plant scaffolding temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer in charge and a certificate from him to effect obtained.

Clause 44: Death of Contractor:

Without prejudice to any of the rights or remedies under the contract, if the contractor dies, the legal heirs of the contractor or the JDA or duly authorized Engineer shall have the option of terminating the contract without any compensation.

Clause 45: Price Variations Clause:

If during the progress of the contract of value exceeding Rs. 50.00 lacs (accepted tendered amount minus cost of material supplied by the department) and where stipulated completion period is more than 3 months (both the conditions should be fulfilled). The price of any materials/ bitumen / diesel / petrol / cement and steel incorporated in the works (not being materials to be supplied by the department) and / or wages of labour increases or decreases, as compared to the price and / or wages prevailing at the date of opening of bid or date of negotiations for the work the amount payable to contractors for the work shall be adjusted for increase or decrease in the rates of materials (excepting those materials supplied by the department)/ labour / bitumen diesel / petrol / cement and steel. If negotiated rates have been accepted, prices as on the date of negotiations shall be considered for price adjustment. Similarly, if rates received on the date of opening of bids have been accepted, then prices on the date of opening of bid shall be considered for price adjustment.

Increase or decrease in the cost of labour / material / bitumen / cement / diesel and petrol shall be calculated and petrol shall be calculated quarterly in accordance with the following formula.

(a) Labour :

$$V_L = 0.75 \times \frac{P_L}{100} \times R \frac{(I_{L1} - I_{L0})}{I_{L0}}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to change in rates for labour.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in the clause.

I_{i0} = The average consumer price index for industrial workers (whole-sale prices) for the quarter in which bids were opened / negotiated (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).



L_{i1} = The average consumer price index for industrial workers (whole-sales-price) for the quarter of calendar year under consideration (as published in Reserve Bank of India Journal / labour Bureau Shimla, for the area).

P_L = Percent of Labour components.

Note : In case of revision of minimum wages by the Jaipur Development Authority or other competent authority, nothing extra would be payable except the price escalation permissible under this clause.

(B) Material (excluding material supplied by the department)

$$V_M = 0.75 \times \frac{P_M}{100} \times R \frac{(L_{LMI} - L_{MO})}{L_{MO}}$$

V_M = Increase or decrease in the cost during the quarter under consideration due to change in the rates of material.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

L_{MO} = The average wholesale price index (all commodities) for the quarter in which bid were opened / negotiated (as published in Reserve Bank of India Journal / Economic Advisor to Government of India, Ministry of Industries, for the area).

L_{M1} = The average wholesale price index (all commodities) for the quarter under consideration (as published in Reserve Bank of India Journal / Economic Adviser to Government of India. Ministry of Industries, for the area).

P_M = Percentage of material component (excluding materials supplied for the Department).

(c) Bitumen

$$V_b = 0.85 \times \frac{P_b}{100} \times R \frac{(B_1 - B_0)}{B_0}$$

V_b = Increase or decrease in the cost of the work during the month under consideration due to changes in the rate for bitumen.



R = The value of the work done in rupees during the month under consideration excluding the cost of material supplied by the department and excluding other items as mentioned in this clause.

B₀ = The official retail price of bitumen at the IOC depot it nearest center on the day 28 days prior to date of opening of Bids.

B₁ = The official retail price of bitumen of IOC depot it nearest center for the 15 day of the month under consideration.

P_b = Percentage of bitumen component of the work.

(D) Petroleum

$$V_1 = 0.75 \times \frac{P_1}{100} \times R \frac{(F_1 - F_0)}{F_0}$$

V₁ = Increase or decrease in the cost of work during the month under consideration due to change in the rate for fuel and lubricants.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of materials supplied by the department and excluding other items as mentioned in this clause.

F₀ = The average wholesale price index of high speed diesel (HSD) as published by the Economic Advisor to the Government of India, Ministry of Industry on the day of opening of bid / negotiation.

F₁ = The average wholesale price index HSD for the quarter under consideration as published weekly by the Economic Advisor to the Govt. of India, Ministry of Industry for the quarter under consideration.

P₁ = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

P = Percentage of fuel and lubricants component excluding fuel and lubricants supplied by the Department (Specified in the sanctioned estimate for the work).

R = Total work done during the quarter as prescribed under this clause.

Note: For application of this clause price of HSD is chosen to indicate fuel and lubricant component.



(e) Cement

$$V_c = \frac{0.75 \times P_c \times R (L_{CI} - L_{CO})}{100 \quad L_{CO}}$$

V_c = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of cement.

R = The value of the work done in rupees during the quarter under consideration excluding the cost of cement supplied by the department and excluding other items as mentioned in this clause.

L_{CO} = The average wholesale price index for the quarter in which bids were opened / negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).

L_{CI} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).

P_c = Percentage of cement components (excluding cement supplied by the Department).

(F) Steel

$$V_s = \frac{0.75 \times P_c \times R (L_{S1} - L_{SO})}{100 \quad L_{SO}}$$

V_s = Increase or decrease in the cost of the work during the quarter under consideration due to change in the rates of Steel (Long).

R = The Value of the work done in rupees during the quarter under consideration excluding the cost of steel supplied by the department and excluding other items as mentioned in this clause.

L_{SO} = The average wholesale price index for the quarter in which bids were opened/negotiated (as published by the Economic Adviser to Government of India, Ministry of Industries).- For Steel (Long)

L_{S1} = The average wholesale price index for the quarter under consideration (as published by the Economic Adviser to Government of India, Ministry of Industries).- For Steel (Long).



Clause 45A: Price Variation in installation of elevators supply/installation of Centrally Air Conditioning and Central Evaporation Cooling Works.

In all cases of contracts for installation of elevators, supply/installation of Central Air Conditioning and Central Evaporation Cooling Works, the Price quoted shall be based on the Indian Electrical and Electronic Manufacturers Association (IEEMA) price variation clause based on the cost of raw materials/components and labour cost as on the date of quotation/bid and the same is decided to be related to wholesale price index number of metal products and All India Average consumer price index number of industrial workers as specified below. In case of any variation in these index numbers the prices shall be adjustment up or down in accordance with following formula:

$$P = \frac{P_0}{100} \left\{ 15 + 55 \frac{MP}{MP_0} + \frac{W_0(D)}{W_0} + 15 \frac{W_0(I)}{W_0} \right\}$$

Where :

P = Price payable as adjusted in accordance with the price variation formula.

P₀ = Price quoted/confirmed

M_{P0} = Wholesale Price Index Number for metal products as published by the office of the Economic Adviser, Ministry of Industry, Government of India, in their weekly bulleting, Revised Index Number of Wholesale Price (Base 1981-82 =100 for the week ending first Saturday of the relevant calendar month). The relevant month shall be that in which price was offered or negotiated whichever is later.

W₀ = All India Average Consumer Price Index Number for Industrial Workers (Base : 1982 = 100), as published by Labour Bureau, Ministry of Labour, Government of India, for relevant calendar Month. The relevant Month shall be that in which price was offered or negotiated whichever is later.

M_P = Wholesale Price Index Number of Metal Products as published by the office of Economic Adviser, Ministry of Industry, Government of India, in their weekly bulletin Revised index Number of wholesale price (Base : 1981-82 = 100). The applicable wholesale Price Index Number for Metal Products as pre-availing on 1st Saturday of the Month covering the date FOUR months price to the date of delivery and would be as published by IEEMA.

W_{O(1)} = All India Average Consumer Price Index Number for Industrial workers (Base : 1982 = 100) as published by Labour Bureau, Ministry of Labour, Government of India. The applicable All India Consumer Price Index Number of Industrial workers prevailing for the FOUR months prior to the date of completion of installation/Progress parts of



installation and would be as published by IEEMA. The date of delivery shall be the date on which the manufactured material is actually supplied at site. The data of completion of installation (or progress part of installation shall be the date on which the work is notified as being completed and is available for inspection/duly tested). In the absence of such notification, the date of completion is not intimated, such completion shall be considered by the Engineer-in-charge which shall be final.

- Note-1 The wholesale price index number for metal products is published weekly by the office of the Economic Adviser, but if there are any changes, the same are incorporated in the issue appearing in the following week. For the purpose of this price variation clause, the final index figures shall apply.
- Note- 2 The sole purpose of the above stipulation is to arrive at the entire contract under the various situations. The above stipulation does not indicate any intentions to sell materials under this contract as movables.
- Note- 3 The indices MP & Work are regularly published by IEEMA in monthly basic price circulars based on information bulletins from the authorities mentioned. These will be used for determining price variation and only IEEMA circulars will be shown as evidence, if required.



GENERAL CONDITIONS FOR ADMISSIBILITY OF ESCALATION

1. The exact percentage of labour/material (excluding materials to be supplied by the department /battements/diesel and petrol compensate and labour component for the work shall be approved by the authority while sanctioning the detailed estimates.
2. The breakup of components of labour/materials (excluding materials to be supplied by the department) bitumen/diesel and petrol as indicated in clause 45 have been pre-determined as bellows:

(a)	Labour	-	.....Percent
(b)	Material	-	.....Percent
(c)	Bitumen	-	.....Percent
(d)	Petroleum	-	.....Percent
(e)	Cement	-	.....Percent
(f)	Steel Reinforcement	-	.....Percent
	Total	-	100%

Note: - Will be intimated separately

3. While allowing price escalation the following shall be deducted from the value of the of work done ® (a) cost of material supplied by the department (b) cost of services rendered as per clause 34 (c) of secured Advance/any advance added earlier but deducted agreed rates. now after work is measured (d) cost of extra items, the rates for which have been worked out based on market rates/ mutually agreed rates.
4. The first statement escalation shall be prepared at the end of three months in which the work was awarded and the work done from the date of start to the end of this period shall be taken into account. For subsequent statement cost of work done during every quarter shall be taken into account. At the completion of work the work done during the last quarter of fraction there of shall be taken into account.
5. For the purpose of reckoning the work done during any period the bills prepared during the period shall be considered. The dates of recording measurements in the Measurement book by the Assistant Engineer shall be the guiding factor to decide the bills relevant to any period. The date of completion as finally recorded by the competent authority in the measurement Book shall be the criterion.
6. The index relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant of the calendar month.
7. Price adjustment clause shall be applicable only the work that is carried out with the stipulated time or extension thereof as are not attributable to the contractor.



8. If during the progress in respect of contract works stipulated to cost Rs. 50 lac or less the value of work actually done excluding cost of Material supplied by the Department exceeds Rs. 50 lac and completion period is more than 6 months then escalation would be payable only in respect of value of work in excess over Rs. 50 lac from the date of satisfying both the conditions.
9. Where originally stipulated period is 6 months or less but actual period of extension exceeds beyond 6 months on account of reasons not attributable to contractor escalation amount would be payable only in respect of extended period if amount of work is more than Rs. 50 lac.
10. In case the contractor does not make prorate progress in the first or another time span and the short fall in progress is covered up by him during subsequent time span within original stipulated period then the price escalation of such work expected to be done in the previous time span shall be notionally given based upon the price index of that quarter in which such work was required to be done.
11. No claims for price adjustment other than those provided herein shall be entertained.
12. If the period of completion including extended period attributable to Jaipur Development Authority exceeds twelve months but cost does not exceeds more than Rs. 50 lacs no escalation is admissible.
13. Similarly if cost of works increases more than Rs. 50 lac but completion period including extended period attributable to Jaipur Development Authority is less than 6 months no escalation is admissible.
14. No provisional escalation is payable on the basis of indices of the previous quarter in absence of non pub location of indices in concede quarter by the RBI.
15. Escalation is always payable quarterly and no provisional escalation is payable monthly or fortnightly.
16. In case at the time of executing agreement both the conditions (completion period 6 months and amount of work Rs. 50 lac for admissibility of price escalation are not fulfilled and subsequently due to additional work and extension of time attributable to Jaipur Development Authority both the conditions become fulfilled in that case the escalation shall be payable from the date of satisfying both the conditions and only for work done beyond Rs. 50 lacs and in period of work beyond 6 months.
17. The contractor shall for the purpose of this conditions keep such books of account and other documents as are necessary to show the amount of any increase climbed or reduction available and shall allow inspection of the same by a duly authorised representative of Jaipur Development Authority and further shall at the request of the Engineer in charge furnish verified in such a manner as the Engineer in charge may



require any documents so kept and such other information as the Engineer in charge may require.

Clause 46 Force Majeure:

Neither party shall be liable to each other for any loss or damage occasioned by or arising out of acts of God such as unprecedented floods volcanic eruptions earthquake or other invasion of nature and other acts.

Clause 47: General discrepancies and errors:

In case of percentage rate bids if there is any typographical or clerical error in the rates shown by the Department in the “G” schedule the rates as given in the basic schedule of Rates of the Department of the area shall be taken as correct.

Clause 48: Post payment audit & technical examination:

The Jaipur Development Authority shall have right to cause an audit and technical examination of the works, and the final bills of the contractor, including all supporting vouches, abstracts etc., to be made within 2 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 over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed below specifications, the contractor shall be liable to refund the amount of over payment and it shall be lawful for Department in recover the same from him in the manner prescribed in clause 50 or in any other manner legally permissible and if it is found that the contract was paid less than what 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 the Jaipur Development Authority to the contractor.

Clause 48A : Pre check or post check of Bills:

The Jaipur Development Authority shall have right to provide a system of pre-check of contractor bills by specified organisation and payment by an Engineer or an accounts officer/Sr. Accounts Officer/Chief Accounts Officer/ Financial advisor as the Jaipur Development Authority may in its absolute discretion prescribe any overpayments/excess payments detected as a result of such pre-check or post check of contractor's bills can be recovered from the contractor's bills in the manner herein before provided and the contractor will refund such over/excess payments.

Clause 48 B: Check Measurements:

The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders (about which the decision of the department shall be final) checking of measurement by superior officer shall supersede measurements by the subordinate officer and the former will become the basis of the



payment. Any over/excess payment detected as a result of such check measurement or otherwise at any stage upto the date completion and the defect removal period specified elsewhere in this contract shall be recoverable from the contractor as any other dues payable to the government.

Clause 49: Dismantled Materials:

The Contractor in course of the work should understand that all materials e.g. bricks still and other obtainable in the work by dismantling etc. will be considered as the property of the Jaipur Development Authority and will be disposed off to the best advantage of the Jaipur Development Authority as per directions of the Engineer in-charge.

Clause 50: Recovery from contractors:

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract the Department shall be entitled to recover such sum by appropriating in part or whole of the performance guarantee and/or security deposit. Security Deposit at the time of enlistment of the 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 contractor, under this or any other contract with the Jaipur Development Commissioner of Jaipur Development Authority of Rajasthan should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to the department on demand the balance remaining dues.

The department shall further have the right to affect such recoveries under public Demands recovery Act.

Clause 51: Jurisdiction Court:

In the event of any dispute arising between the parties hereto in respect of any of the matters comprised in this agreement the same shall be settled by a competent court having jurisdiction over the place where agreement is executed and by no other court after completion of proceeding under clause 23 of this contract.

Schedule of Material to be supplied by the Department if available

(Referred is in Clause 10)

S.No.	Particulars	Quantity	Rates		Place of Delivery
			Unit	Rupees	
1	NIL	NIL		NIL	

Schedule of Machinery /T&P to be supplied by the Department:

The following Machinery/ T & P shall be supplied by the Department if available to the contractor on hire as per rules of the Department for supply for machinery /T& P to the contractors on hire charges (Referred to in Clause 10 C)

S.No.	Item	Rate (Rs.)	Place of Delivery Return
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1	NIL	NIL	
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Progress Statements referred to in clause 2 of conditions of contract.

Name of work	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress
1	2	3	4

The contractor has been informed that his bid has been accepted.

DatedSignature Dated.....Signature of Contractor



Notes: For Filling in the Progress Statement Form

1. Columns 2.3 and 4 must be initialed and dated by the contractor
2. Column 4 must be initialed and dated by the JDA or other duly authorized Engineer also.
3. The date in column 2 correspond to the date on which the order to commence work is given to the contractor read with clause 2 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in sub clause (e) of the Memorandum below bid for works:
5. Column 4 this will ordinarily be worked out proportionately thus for example if 240000/- is the cost of whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation of acceptance of bid printed at the foot of the form must be signed and dated both by the Director (Engineering)-I or other duly authorized Engineer and the contractor.



ANNEXURE TO APPENDIX XI
RAJASTHAN PUBLIC WORKS DEPARTMENT CONTRACTORS
LABOUR REGULATIONS

1. **Short Title:** These Regulations may be called "The Rajasthan Public Works Department Contractor's-Labour Regulations."
2. **Definition :** In these Regulations unless otherwise expressed or indicated, the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say -
 - (i) **"Labour"** means works employed by a Rajasthan P.W. Department contractor directly or indirectly through a sub-contractor or other person by an agent on his behalf.
 - (ii) **"Fair Wage"** means minimum wages for time or piece work fixed or revised by the State Government under the Minimum Wages Act, 1948.
 - (iii) **"Contractor"** shall include every person whether sub-contractor or headman or Agent employing labour on the work taken on contract.
 - (iv) **"Wages"** shall have the same meaning as defined in the Payment of Wages Act and includes time and piece, rate wages.
3. **Display of Notice regarding wages etc.:** The contractor shall (a) before he commences his work on contract, display and in conspicuous place on the work notices in English and the correctly maintain in Hindi by the majority of the workers giving the rate of wages which have been certified by the Executive, Engineer, the Superintending Engineer, the Chief Engineer or Labour Commissioner as fair wages and the hours of works for which such wages are earned, and (b) such a copy of such notices to the Certifying Officers.
4. **Payment of Wages :**
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
5. **Fixation of wage periods :**
 - (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.



- (v) All payments of the wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case, final payments shall be made within 48 hours of the last working day.

Note: The term "working day" means a day on which labour is employed in progress.

6. Wage Book and Wage Slips etc.

- (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars :-
- (a) Rate of daily or monthly wages.
 - (b) Nature of work on which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Executive Engineer may grant an exemption from the maintenance of the wage books and wages slips to a contractor who, in his opinion, may not directly or indirectly employ more than 50 persons on the work.

7. Fines and deductions which may be made from wages:

- (i) The wages of a worker shall be paid to him without any deductions of any kind except those authorised, namely the following:
- (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or places where, by the terms of his employment, he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss or any other deductions of money, which he is required to account where such damages or losses are directly attributable to his neglect or default.
- (i) The Rajasthan Government may, from time to time, allow deductions other than those specified in clause I above.



-
- (ii) No fines shall be imposed on a worker and on deduction for damage or loss shall be made until worker has been given an opportunity or showing cause against each fine or deductions.
- (i) The total amount of fines, which may be imposed in any one wage period on a worker, shall not exceed an amount equal to three paise in rupee of the wage payable to him in respect of that wage period.
- (ii) No fine imposed on any worker shall be recovered from him by installments or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines etc. :** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reasons for which fine was imposed of deduction for damage or loss was made. The Contractor shall maintain both in English and local Indian Language a list approved by the labour Commissioner clearly stating the acts and omission for which penalty or fine may be imposed on a workman and display it in a good condition in conspicuous place on the work.
9. **Preservation of Register:** The wage register, the wage card and the register of fines deduction required to be maintained under these regulations, shall be preserved for 12 months after the date or the 1st entry made in them.
10. **Powers of Labour Welfare Officer to make investigation of enquiry:** The Labour Welfare Officer or any other person, authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and provisions of the regulations. He shall investigate into any complaint regarding default made by the Contractor of Sub-Contractor in regard to such provisions.
11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or other person, authorized as a aforesaid, shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent, if any to which the defaults has been committed with a note that necessary deductions from the contractors bill be made and the wage and other dues be paid to the labour concerned in case an appeal is made by contractor under clause 12 of these regulations, actual payment to Labours will be made by the Executive Engineer after the Labour Commissioner had give decision on such appeal.
12. **Appeal against the decision of labour Welfare Officers:** Any person aggrieved by the decision and recommendation of the Labour Officer or other persons, so authorised, and may appeal against. Such decision to the Labour Commissioner within 30 days from the date do decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Officer shall be final and binding upon the contractor.



- 12-A.** No Party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceedings
- 13. Inspection of Wage Books and Slips :** The contractor shall allow inspection of the wage books and wage slips and register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the State Government on his behalf.
- 14. Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.
- 15. Amendments:** The Jaipur Development Authority may from time to time add to or amend these regulations and on any questions as to the application interpretation effect of these regulations the decision of the Labour commissioner to the Jaipur Development Authority or any other person authorised by the State Jaipur Development Authority in that behalf shall be final. Progress Statement referred to in Clause 3 of Conditions of Contract.

Name of works	Date from which the work should be commenced	Date by which the work should be completed	Monthly rate of progress
1	2	3	4

The contractor has been informed that this bid has been accepted.

Date :

Sig.Engineer in charge

Date:

Sig.Contractors



**NOTES FOR FILLING IN THE PROGRESS STATEMENT FROM THE LAST
PAGE**

1. Columns 2,3 and 4 must be signed and dated by the contractor,
2. Column 4 must be signed and dated by the Director (Engineering) or other duly authorised Engineer also.
3. The date in column 2 should correspond to the date on which the order to commence works is given to the contractor specified in line 3 clause 2 page 3 of the conditions of contract.
4. The date in column 3 must correspond to the period stated in clause (f) page 2 of the bid.
5. Column 4. This will ordinarily be worked out proportionately thus ,for example, if ` . 240000/- is the cost of the whole or portion of work bided for and six months period of completion then the monthly rate of progress should be Rs. 4000. If necessary, quantities may also be specified in this column at the discretion of the JDA.
6. The certificate as to intimation acceptance of bid printed at the foot of the form must be signed and dated both by the JDA or other duly authorised Engineer and the Contractor.



**SCHEDULE OF FAIR WAGE TO BE GIVEN BY EXECUTIVE ENGINEER LIST OF
ACTS AND COMMISSION FOR WHICH FINE CAN BE IMPOSED**

- (1) Without insubordination or disobediences whether alone or combination with another.
- (2) The fraud or dishonesty in connection with the contractors business or property of the Rajasthan P.W.D. / JDA.
- (3) Taking or giving bribes or any illegal gratification
- (4) Labour late attendance
- (5) Drunkenness fighting not or disorderly or indecent behavior
- (6) Habitual negligence
- (7) Smoking near or around the area where combustible or other materials are stocked
- (8) Habitual indiscipline
- (9) Causing damage work in progress or to property of the Rajasthan P.W.D./ JDA or the contractor
- (10) Sleeping on duty
- (11) Malingering or sowing down work.
- (12) Giving of information regarding name age father's name
- (13) Habitual loss of wage cards supplied by the employers
- (14) Un-authorized use of employer's property or manufacturing or making of unauthorized articles at the work place.
- (15) Bad workmanship in construction and maintenance by skilled workers is not approved by the department and for which contractors are compelled to undertake rectification.
- (16) Making false complains and/or misleading statement
- (17) Engaging in trade within the premises of the establishment
- (18) Any delinquency of business affairs of the employers
- (19) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- (20) Holding meeting inside the premises without previous sanction have the employer
- (21) Threatening or intimidating any workman or employee during the working hours within the premises.

(Signature of contractor)

(Signature of Engineer)



SECTION – 3

(OTHER CONDITIONS OF CONTRACT)



3.1 GENERAL

3.1.1 THESE OTHER CONDITIONS OF CONTRACT' (OCC) SHALL BE APPLICABLE TO THIS BID IN AMPLIFICATION/MODIFICATION OF THE 'GENERAL CONDITIONS OF CONTRACT'(GCC).

3.1.2 In case any clause provided in GCC is modified/amplified in OCC, then provision in OCC will be binding and will prevail over the corresponding provisions in GCC.

3.1.3 The Contractor shall carry out the Works based on the following:

- (i) Rajasthan PWD Standard Specifications (Civil works)
- (ii) MORT&H/IRC Specifications (latest revision) wherever applicable
- (iii) Indian Electric Rules 1956, Indian Electric Act 1910 and Rajasthan PWD specifications for electrical works or as specified in this document as directed by employer/engineer.

Any item not covered by the aforementioned documents shall be covered by CPWD specifications.

The attention of the contractor is drawn to those clauses of codes, which require supporting specification either by the engineer or by mutual agreement between the Contractor and Employer. In such cases, it is the responsibility of the Contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer before taking up the supply/construction. In absence of such prior clarification, the Engineer's choice/design will be final and binding on the Contractor without involving separately any additional payment.

The latest edition of all Specifications / Standards till 30 (Thirty) days before the final date of submission of the bid, shall be adopted.

3.2 SCOPE OF WORK AND DEVIATIONS

3.2.1 Scope of work would be as specified under Instructions to Bidders (Section- 1 of Bid Documents).

3.2.2 The Contractor is not to vary or deviate from the drawings/specifications/stipulations as submitted by contractor and finally approved by Jaipur Development Authority(JDA) for execution, conditions of bid documents or instructions to execute work of any kind, whatsoever, unless so authorised by the Engineer-in-charge (E.I.C.) in writing. If, compliance with the E.I.C's aforesaid order involves extra work and/or expense beyond that is involved in the execution of the contract work, then unless the same were issued in consequence of some breach of this contract on part of the Contractor(s), the latter

shall be entitled to be paid the price of the said work to be valued as provided in 'GCC'.

3.2.3 The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to the measured ones.



- 3.2.4 The right to carry out the work either in conformity with or in a manner entirely different from the terms of these Bid Documents that may be considered the most suitable before or subsequent to the receipt of bids due to exigencies of work is reserved with the EIC.
- 3.2.5 It shall be the responsibility of the Contractor to promptly bring to the notice of E.I.C. any error or discrepancy in the Contract Documents and obtain his orders thereon. Only stated dimensions are to be taken and not those obtained by scaling drawings. In case any feature of the work is not fully described and set forth in the drawings and specifications, the Contractor shall forthwith apply to the EIC for further instructions, drawings and specifications.
- 3.2.6 In case of errors, omission and/or disagreement between written and scaled dimension in the drawings and between the drawings and specifications, the following principles shall be followed.
- a) As between the written description or written dimension in the drawing and the corresponding one in the specification, the former shall apply.
 - b) The drawing on a large scale shall take precedence over that on a smaller scale, and
 - c) Drawing approved as construction drawing from time to time shall supersede corresponding drawing previously approved.

3.3 RATES AND OTHER FINANCIAL CONDITIONS

- 3.3.1 The rate quoted in the bid must be for the finished work as per the drawings and specifications and unless clearly specified otherwise, shall be inclusive of all expenses for the proper and entire completion of work and shall be inclusive of all labour, material and other inputs, taxes, duties and levies including sales tax, municipal taxes, local taxes, octroi, all royalties, patent rights, other incidental charges etc. The rate offered shall be final and no claim whatsoever on any account shall be entertained.
- 3.3.1.1 In case of Extra Items required as per site conditions, the item shall be taken from the RUIDP BSR-2013/JDA BSR-2016 whichever having lowest rates.

3.3.2 Sales Tax / VAT Clearance Certificate

- 3.3.2.1 If the Contractor is a Sales Tax/ VAT assessee, he should produce a valid sales tax / VAT clearance certificate before payment of final bill; otherwise final payment to the contractor may be withheld.
- 3.3.2.2 If the contractor is not liable to sales tax/ VAT assessment, a certificate to this effect from a competent Sales Tax / VAT authority shall be produced before payment of final bill, otherwise final payment to the contractor may be withheld.

3.3.3 Insurance

3.3.3.1 Requirements



Before commencing execution of works, it shall be mandatory for the contractor to obtain at his own cost insurance cover to meet the cost of compensation to be paid by the contractor for any accidents/incidents pertaining to J.D.A staff, site execution staff, labour, materials, plant and third party damages etc., under the following requirements:

- a. Contractor's all risk and Third Party Cover.
- b. Liability under the Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act 1970.
- c. Accidents to staff, Engineer, Supervisors and others who are not governed by Workmen's Compensation Act.
- d. Damage to Material, Machinery and works due to fire, theft etc.
- e. Any other risk may be specified in the Special Conditions of Contract.

3.3.3.2 Insurance policy in joint names of Contractor and Employer

The policy referred to under sub-clause 3.3.3.1 above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out or in connection with execution of works, their maintenance and performance of the contract.

- Loss of life or injury involving public, employee of the contractor, or that of Employer or Engineer, labour etc.
- Injury, loss or damages to works or property belonging to public, Government Bodies, Local Authorities, utility organizations, contractors, employers or others etc.

3.3.3.3 Currency of Insurance Policy

The policies shall remain in force throughout the period of execution of the works and till the expiry of the maintenance period. The contractor shall, submit to the Engineer or his representative the copies of various insurance policies obtained by him as also the rates of premium and the receipts for premium paid by him to ensure that the policies indeed continue to be in force.

3.3.3.4 Deduction of Income Tax (TDS)

Deduction towards income tax and any other tax shall be made at source from each on account bill by the employer as per rules of Central Govt./ State Govt.

3.3.4 Release of Security Deposit

The Security Deposit will be release as per provisions of Clause 37 of GCC after passing of Final Bill after satisfactory performance certificate issued by Engineer-In-Charge:-



Provided always that, no 'Security Deposit' amount shall become due not payable to the contractor unless all the stipulations of the contract have been fulfilled by the contractor and all claims and demands made by the employer for and in respect of damage or loss by, from or in consequence of the works have been finally satisfied.

3.4 SETTING OUT

- 3.4.1 The Contractor(s) is/are to set out the whole of the work in conjunction with an officer to be deputed by the EIC and during the progress of the work to amend on the requisition of the EIC any errors which may arise therein and provide all the necessary labour materials and equipments for so doing. The contractor(s) is/are to provide all tools, plant, machinery, labour and materials (with the exceptions noted in the relevant clauses for issue of departmental materials as per schedule attached) which may be necessary and required for the work. All materials and workmanship shall conform to the relevant specifications mentioned in the bid documents.

3.5 SITE AND CONTRACTOR'S OFFICE

- 3.5.1 The Contractor shall set up an office in Jaipur in case he does not have one already, for planning and co-ordination of the present bid/contract. He shall furnish to the Employer postal address of the same.
- 3.5.1.1 The Contractor shall also have an office at site and shall furnish to the Employer/E.I.C. the postal address of his site office.
- 3.5.1.2 The contractor shall provide and maintain at the work site, an air conditioned site office for Employer's engineering staff, of floor area not less than 35 Sq M with two rooms of adequate size reasonably furnished with furniture, computer with operating system software and latest (authenticated) working software like Auto Cad, Primavera / MS project MS word, MS Excel, etc, and coloured multi functional printer (MFP) A-3 size printer. The site office shall also be equipped with broadband connection (speed not less than 2.0 mpbs), with attached toilet and wash and ward and one attendant. The contractor shall also arrange all necessary IRC codes, IS codes MoRTH Specifications and other technical literature, etc as directed by EIC of latest version in soft copies as well as hard copies, in the site office. The contractor shall bear the monthly cost of electricity, water consumption, broadband, stationary and other consumables of the site office. Nothing extra shall be payable on this account and the bided cost of contract shall be deemed to include in the cost for the main works. In case of non satisfaction of the services being provided or maintained a maximum deduction of Rs. 25,000.00 per month will be made by the EIC.
- 3.5.1.3 Any notice or instructions to be given to the Contractor under the terms of the contract shall be deemed to have been served on him if it has been delivered to his authorised agent or representative at site, or if it has been sent by registered post to the site office or to the address of the firm last provided by the Contractor.



3.5.2 Use and Care of Site

3.5.2.1 The Contractor shall not demolish, remove or alter structure or other facilities on the site without prior approval of the EIC.

3.5.2.2 All garbage shall be burnt or removed from the site as it accumulates. All surface and sub soil drains shall be maintained in clean, sound and satisfactory state of performance.

3.5.3 Materials, tools and plants.

3.5.3.1 The Contractor shall supply at his own cost all materials, plants, tools, appliances, implements, ladders, tackle, scaffolding and temporary works or any other item required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the EIC 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 thereof to and from the work. Materials so supplied shall have the approval of EIC before being used on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

3.5.4 Storage of Materials

3.5.4.1 Materials required for the work whether purchased by the contractor or supplied by the Employer shall be stored by the Contractor only at places, in standard profiles and in the manner approved by the EIC. The Contractor shall construct suitable godown at the site of work for safety against damage due to sun, rain, dampness, fire, theft etc. Storage of cement at site of work shall be at Contractor's expense and risk. In the event of any damage occurring to cement due to faulty storage in Contractor's sheds, or on account of negligence on his part, such damage shall be the liability of the Contractor.

3.5.4.2 Safety of materials

Storage and safe custody of materials shall be the responsibility of the Contractor. He shall employ necessary watch and ward establishment for that purpose and no extra claim whatsoever shall be entertained on this account.

3.5.5 Supply of water and electric power

3.5.5.1 The contractor shall have to make his own arrangement for water supply and electric power necessary for the work. Any recommendatory letters to the concerned department shall be issued by the JDA for this purpose if requested by the contractor. However, JDA shall not be responsible for any delay in getting the required supply and no claim on this account will be acceptable by JDA.



3.5.5.2 Electric supply, charges and precautions

The electric connections shall be obtained by the contractor for use for the work under the contract subject to the following conditions:-

- a) The charges pertaining to electric supply including installation of temporary connection including the cost of making electric sub-station if needed, laying cables wherever necessary upto the meter from the relevant electricity supply authority pole and from meter upto actual consumption point and the cost of electricity shall be borne by the Contractor. The Contractor shall also bear the entire cost of connection charges in case electric connection is discontinued by the electric supply authority.
- b) It will be the responsibility of the Contractor to make necessary arrangements for the illumination to be provided on the main road in the work area. The Contractor shall make his own arrangement for any further requirements in respect of illumination at site of work. No claim whatsoever on this ground shall be entertained and the Contractor shall bear the full expenses in respect of the same.
- c) The Contractor shall at all times observe the Indian Electricity Rules and any other rules/bye laws applicable at the time and any damage/penalty on account of violation of any of the rules/bye laws shall be responsibility of the Contractor.
- d) The Employer shall in no way be responsible for any delay in getting the electric connection and no claim on this account whatsoever, shall be entertained. It should be clearly understood that the Contractor has to make his own arrangement for use before the electric connection is made available and also to be used as a stand-by arrangement in case of power failure etc. or in the case of disconnection of electric supply by electric supply authority for any reason.
- e) It shall be mandatory for contractor to provide safety light during night for safe movement of traffic and provide follow safety instruction provided in IRC code for safety in construction zone.

3.6 ACCESS ROADS AND HAUL ROADS

- 3.6.1 Existing public roads may be used by the Contractor to carry out construction activities with prior approval of the competent authority. The Contractor shall pay all statutory vehicle licenses and permit fees for the use of public roads.
- 3.6.2 The Contractor shall indemnify the Employer against all claims for damage to any road or bridge caused by movement of his traffic, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising out of such damage.
- 3.6.3 No extra payment will be made for construction and maintenance of any temporary haul roads including any special protection or strengthening required



and all cost of such works shall be deemed to have been included in the cost quoted by the Contractor.

3.7.1 SAFETY, LIGHTING AND FIRE PREVENTION

Safety of Workers

- 3.7.1 The Safety Code annexed to the General Conditions of Contract supplemented by the other instructions by the EIC and Conditions of Contract for Safety, Health and Environment (SHE) as per Section 7, shall be strictly followed. All the safety procedures as per law of the land shall be binding on the Contractor.
- 3.7.2 Over and above the provisions made in Safety Code included in GCC and Conditions of Contract for Safety, Health and Environment (SHE), the following will also be applicable.
- 3.7.3 In respect of all workmen directly employed on the work for the performance of the Contractor's part of this agreement, the Contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety Codes given below and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangements, and provide necessary facilities as aforesaid, he shall be liable to pay penalty prescribed under relevant clauses of these bid documents for each default and in addition the EIC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that account from the contractor and no claims whatsoever shall be entertained.
1. IS 3696 (Part I); Safety Code for Scaffolds and Ladders.
 2. IS 3696 (Part II); Safety Code for Scaffolds and Ladders Part II.
 3. IS 3764, Safety Code for excavation work.
 4. IS 4081, Safety Code for blasting and drilling operations
 5. IS 4138, Safety Code for working in compressed air.
 6. IS 5121; Safety Code for piling and other deep foundations.
 7. IS 5121, Safety Code construction involving use of hot bituminous materials.
 8. IS 7293, Safety Code for working with construction machinery.
 9. IS 7969, Safety Code for storage and handling of building materials.
 10. IRC safety code for construction zone IRC(SP) 55 2001
 11. Any other code and/or as per directions of EIC.
12. The contractor shall be responsible for providing following services/ measures for which no extra payment shall be made as per directions of Engineer In charge.
- (a) The contractor shall take all necessary precautions for excavation of required depth up to 6.0 m for construction and simultaneously to maintain the service road carriageway uninterrupted for all direction traffic throughout construction period. He should also give his methodology of carrying out the construction, list of equipment and procedure to be followed without delaying the project.



The methodology shall only be adopted after approval from Engineer In charge. The contractor should cover all the expenses due to methodology adopted and construction difficulties in the quoted rates.

- (b) Contractor has to divert and manage traffic by deploying marshals with reflective shirts, torch/reflective sticks. In the absence of marshals JDA shall deploy the marshals at market rate and recovery from the contractor will be done at double the rate paid from his running payments. The open excavation shall be done taking proper care for land sliding as per IS Code 3764 and other. Slope shall be limited to space available at site at least 2 lanes should be available for either side traffic such arrangement as approved by Engineer In charge shall be done by contractor at his own cost.
- (c) In case of any lapse , if found in barricading the site of work then, agency will be liable for penalty @ Rs. 5000/-per day (Rs. Five Thousand per day) till the rectification of the same as per directions of Engineer In charge in construction area. The contractor shall enclose the area completely. The steel plates should have the Name of Agency, Name of Client and “Construction in Progress” duly written as approved by Engineer In charge.
- (d) The contractor shall construct and maintain the 2 lane diversion road with bituminous surface road for bridge work for smooth movement of all traffic during construction period. No cost will be payable for this diversion work.
- (e) The contractor shall be responsible for immediately removing the accident vehicle/ material by mobile crane for least hindrance to the traffic in construction area and to arrange the ambulance as per requirement immediately.
- (f) The contractor shall take all necessary measures for the safety of traffic and the workers during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary, all around the excavation/construction area and at such intermediate points, as directed by the EIC including the proper identification of the construction areas. He shall be responsible for all damages and accidents on account of construction and other relevant activities. Nothing extra shall be paid on account of above.

The temporary warning signs/lamps shall be installed at all barricades during the hours of darkness and kept lit there at all times during these hours and nothing shall be paid extra on this account. However, traffic police signals shall not be the responsibility of the contractor.

- (g) The contractor will be responsible for following all the norms, instructions mentioned in Safety Codes of IS/ BS or other for every construction activity, heavy machines including operator and technical staff. In case of any casualty JDA will not be responsible for negligence of contractor. He will appoint



safety induction officer having minimum qualification, Diploma in such field with minimum 5 years experience in similar nature of works.

(h) Nothing extra will be paid on account of Dewatering.

3.7.4 a. NIGHT WORK

- i. For completing the work in time, the Contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor will have to pay to the labour and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason.
- ii. Night working shall be resorted to only with prior approval of the EIC. Sufficient lighting and safety arrangements shall be made by the Contractor at no extra cost.
- iii. The Contractor shall provide and maintain adequate firefighting equipment and take adequate fire protection measures for the safety to all personnel and temporary and permanent workers and shall take action to prevent damage or destruction by fire of trees, shrubs and grass. All existing rules and laws of land in respect of fire prevention shall be binding on the Contractor.
- iv. No extra payment shall be made for the provision of temporary lighting and fire prevention measures and entire cost of all such works shall be deemed to have been included in cost tendered by the Contractor as accepted by JDA.

b. SECURITY MEASURES

Security arrangement for the work shall be adequate conforming to IS Codes, applicable rules and laws of the land. The contractor shall be held responsible for the action or inaction on the part of his staff and employees and also those of any approved sub-contractor. The Contractor shall also provide and maintain adequate security personnel on continuous basis for ensuring security of the works for duration of contract.

The requirement of security measures to be taken by the Contractor shall include, but not be limited to maintenance of law and order at site, provision of all lighting, guards, flagmen and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the work continuously throughout working and non-working periods including nights, Sundays and holidays for the duration of the contract. In close proximity of traffic corridors where public are likely to come close to the work area, suitable barriers/fencing as directed by EIC shall be provided.

c. ANCILLARY AND TEMPORARY WORKS

- i. The contractor's proposals for execution of all ancillary and temporary works shall be in conformity with the proposals submitted along with the Tender and modification thereto as approved by the EIC.



- ii. The Contractor shall submit drawings, supporting design calculations when called for by the EIC and other relevant details of all such work to the EIC for approval well before he desires to commence such works. Approval by the EIC of any such proposal shall not relieve the Contractor of his responsibility.
- iii. No extra payment shall be made for complying with the provisions of this clause. The cost of the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.

d. ECOLOGICAL BALANCE

- i. The Contractor shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operations as to prevent any destruction, scarring or defacing of natural surroundings in the vicinity of work or damage to any tree, shrub or water course unless any of the same is specifically required to be cleared or removed for construction purposes. Such removal shall only be done with prior approval of EIC who may require the contractor to do compensatory plantation at his cost.
- ii. No separate payment shall be made for complying with provisions of this clause and all costs shall be deemed to have been included in the Tendered Cost as accepted by the Employer.
- iii. The Contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and shall be acceptable to the authorities concerned.

e. SERVICES

- i. Underground and overhead services are likely to be met with during construction. These are to be protected against damage by the Contractor at his own cost.
- ii. The contractor shall not have any claim in case of delay in shifting of services or removal of obstructions. However, suitable extension of time shall be granted by Engineer-in-charge for such delays proportionately. Shifting charges shall be met by the Employer.
- iii. No extra payment will be made to the contractor for damage caused by rains, floods, earthquake, fire, accidents and other natural calamities during the execution of work.

**f. PROGRESS & PROJECT MONITORING
(Amplification of clause 2 of GCC)**

- i. After the work order issued by JDA, the contractor shall submit within 10 days the complete detailed work programme mentioning Key Dates for the mile stones defined in section 3.12.2.2. and get it approved by JDA, failing which JDA may fix key dates at its own which shall be binding to the contractor and shall be applicable for deduction of liquidated damages as mentioned in clause 3.12.2.2. The contractor shall also submit monthly programme in the first week of every month to the EIC an up to date primavera / MS project hard copy detail showing changes and covering



backlog of previous month, if any, in planning or scheduling and reflecting the project status as at the end of previous month. If the contractor fails to submit the proper work program within first week of the month, penal deduction of Rs. 5,000.00 (Rupees Five Thousand) per day will be made.

- ii. Whenever the contractor proposes to change the construction programme he shall immediately advise the EIC in writing and, if the EIC considers the change a major one, the contractor shall submit a revised programme for approval.
- iii. If the contractor falls behind the approved construction programme, he shall, within fourteen days of the date of such default, submit for approval a revision of the construction programme showing the proposed measures, including augmentation of plant, labour and material resources to complete the works on time.
- iv. Whenever required by the Engineer, the contractor shall also prepare and submit system-wise network in a similar manner after award of the work. These networks will be computerized to generate the following reports :-
 - System-wise Activity List for the next two months.
 - Criticality report.
 - Hold up and Slippage Report.

a) i) **Master Control Network**

Master Control Network shall give details of broad scheduling, major milestones, critical path and provide a control for the overall project implementation. This network plan shall be used for joint monitoring of the project schedule by the EIC and the Contractor.

Detailed Network Plan shall be prepared by the Contractor for each and every activity within the same time frame and in the same sequence as indicated in the master work plan.

- b) If so required by the EIC, the Contractor shall select PC-based broad planning and control software on which the two networks shall be implemented. Software selected shall be such that it should be possible to monitor the project programme continuously and obtain periodical reports in the form of GANTT chart and/or PERT chart. The contractor shall supply one licensed copy of the software selected along with the Master Control Network and Detailed Network Plan free of cost and load it on the PC system of the EIC so that uniform monitoring of the project is done and any slippages are identified well in time and corrective action taken.
- v. The following reports in agreed formats and frequency shall be submitted by the Contractor at his own cost.
 - Progress Reports.
 - Material Status Reports



- Equipment and Manpower Deployment Reports.
- Any other reports desired by the Employer or the Engineer
- vi. The EIC's monitoring team will have access to all the data/information of the contractor, required for the assessment of the progress and monitoring. If necessary, the monitoring team will visit the Contractor's works in order to assess the details of critical activities.
- vii. The Employer or the EIC will hold periodical Progress Status Review Meeting. The Contractor shall depute his Engineers/Managers at appropriate level as decided by the EIC to attend the Review Meeting.
- viii. Progress photographs of the major events shall be submitted by the Contractor along with the Progress Reports. No extra payment will be made for supply of progress photographs. Video recording of the progress of works shall be maintained from beginning till completion of work as directly by the EIC and two copies of Video Cassettes shall be submitted at no extra cost to the Employer.
- ix. Contractor shall provide additional inputs whenever the PERT-CPM diagram indicates a possible slippage in the completion schedule. Such additional inputs may require supplementing of equipment, personnel, work in excess of the normal work per day, work in excess of the normal work per week or other resources.
- x. No separate payment shall be made for the requirement under this clause and the same shall be deemed to be included in the Tendered Cost as accepted by the Employer.

g. RIGHT OF WAY

- i. Right of way to the work site will be provided to the contractor. The contractor shall prepare at his own cost approach road to the site of work. The Employer reserves the right to make use of the service road for themselves, all other connected agencies in the area as and when necessary without any payment to the contractor. If the contractor wishes to use the existing roads, he may do so after taking permission from competent authority and after due strengthening of such roads to take any anticipated heaviest traffic at their own cost as may be required by the authority.
- ii. The contractor shall plan transportation of construction materials, components and equipments over public roads in accordance with traffic regulations as applicable at the time and without causing any obstruction to other traffic or causing accident. No claim whatsoever will be entertained on this account.
- iii. All arrangements for maintenance of traffic diversion including traffic signals/regulations during construction and maintenance period shall be considered as incidental to the work and contractor's responsibility and nothing extra shall be payable in this respect.



- iv. The contractor shall take all necessary measures for the safety of traffic and the workers during construction and provide, erect and maintain such barricades including signs, markings, flags, lights and flagmen as necessary, all around the excavation/construction area and at such intermediate points, as directed by the EIC including the proper identification of the construction areas. He shall be responsible for all damages and accidents on account of construction and other relevant activities. Nothing extra shall be paid on account of above.
 - v. The temporary warning signs/lamps shall be installed at all barricades during the hours of darkness and kept lit there at all times during these hours and nothing shall be paid extra on this account. However, traffic police signals shall not be the responsibility of the contractor.
 - vi. The contractor has to arrange at his own traffic permission for procurement of materials and for other works from SP (Traffic), Jaipur. The Deptt shall provide letter if required for the support of permission.
- h. **CORPORATE SOCIAL RESPONSIBILITY (CSR)**
- The contractor shall construct one toilet block including all civil, water supply, and sanitary works and electrical installation (covered area 15 SqM approx.) duly finished in all respect in the nearby Government School or any other location at his own cost as per direction of Engineer-in charge. Cost to be incurred on this account will be deemed to be included in the cost of main work and no extra payment on this account will be made. However in the event of non execution of this work proportionate amount as decided by Engineer in charge will be deducted.

3.8 TIME MANAGEMENT

3.8.1 Commencement of Work

The Contractor shall commence the Works on the date specified in the Letter of Acceptance or if no date is specified in the Letter of Acceptance, on the date specified in an instruction in writing to that effect from the Engineer. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.

3.8.2 Programme of Work

For this, Clause 3.7.4.f may be referred.

3.8.3 Handing over, Possession and Use of Site

3.8.3.1 No land belonging to or in the possession of the Employer shall be occupied by the Contractor without the permission of the Engineer or the Employer. The



Contractor shall not use, or allow the Site to be used for any purpose other than that of executing the Works.

3.8.3.2 The Employer shall give the Contractor, right to or right of access to or possession of all or parts of Site as the case may be from time to time as stated to in the Contract and as conforming with the requirement of the programme of the Work.

3.8.3.3 If the Contractor suffers delay or incur extra cost due to failure by the Employer to give such possession within such time, then the Contractor shall be entitled to extension of time if Completion will be delayed due to this. No extra payment shall be payable to the Contractor in this regard.

3.8.4 Access To Site of Work

3.8.4.1 Access for Engineer

The Contractor shall allow the Engineer or the Engineer's Representative, at all times access to the Site, and 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 and/or assembled for the Works. The Contractor shall ensure that sub Contracts if any shall contain provisions entitling the Engineer or any person authorised by him to have such access.

3.8.4.2 Access Road and Way Leaves

Providing access roads/ way leaves to the Site will be Contractor's responsibility.

3.9 Time for Completion

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall ensure defect free completion of the whole of the Works and/or parts thereof before the same is taken over by the Employer.

3.10 Delay

3.10.1 Failure or delay by the Employer or the Engineer, to hand over to the Contractor the Site necessary for execution of Works, or any part of the Works, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall extend the time period for the completion of the Contract, as in his opinion is / are reasonable.

3.10.2 In case of delay on the part of the Contractor, the Contractor shall be liable to pay liquidated damages in addition to any other compensation for the damages suffered by the Employer. This is without prejudice to the right of the Employer to rescind the Contract.

3.11 Extension of Time for Completion not on Contractor's fault

The time within which, the Works or any phase or part of the work is to be completed, may be extended by the Engineer by such further period of time as



may reasonably reflect delay in completion of Works notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce such delay, caused by any of the following events

- i. “Force Majeure” referred to in **Clause 46.0**
- ii. The issue of any instruction or major Variation by the Engineer
- iii. The Contractor not being given possession of or access to the Site or any part thereof in accordance with the Contract
- iv. Instruction of the Engineer to suspend the Works and the Contractor not being in default as to reasons of suspension.
- v. Acts or omissions of Other Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- vi. Any act of prevention or Breach of Contract by the Employer and not mentioned in this Clause
- vii. Any order of Court restraining the performance of the Contract in full or in any part thereof
- viii. Any other event or occurrence which, according to the Employer is not due to the Contractor’s failure or fault, and is beyond his control

However, the Contractor shall not be entitled to any extension of time where the instructions or acts of the Employer or the Engineer are necessitated by or intended to cure any default of or breach of Contract by the Contractor. If the Contractor considers himself to be entitled to an extension of time for Completion, he shall give notice to the Engineer of such intention as soon as possible and in any event within 28 days of the start of the event giving rise to the delay, together with any notice required by the Contract and relevant to such Clause.

3.12 Extension of Time for Delay due to Contractor and Liquidated Damage

3.12.1 Extension of Time for Delays due to Contractor

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor’s failure or fault, and the Engineer is of the view that the remaining Works or the portions

of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time at its discretion with or without liquidated damages, for completion, as he may decide.

3.12.2 Liquidated Damages

3.12.2.1 In case the Engineer decides to extend the Contract with liquidated damages for delays due to Contractor, in that case without prejudice to any other right or remedy available to the Employer, the liquidated damages shall be levied as per clause 3.12.2.2.



The decision of the Engineer as to the Liquidated Damages payable by the Contractor under this Clause shall be final and binding. For submission of detailed work programme, key dates etc, Clause 3.7.4.f. may be referred.

3.12.2.2 The intermediate mile stones are identified as below.

For Underpass

1. Foundations/ Pile work
2. Substructure.
3. RCC Slab.
4. Retaining Wall.

The contractor shall co ordinate his programme to the extent feasible with other activities engaged at site so that project may be completed in time as per programme.

3.13 Rate of Progress

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer too slow to ensure timely completion of the Works or any part thereof, the Engineer may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary or in default of taking such steps, shall take such steps as the Engineer may reasonably instruct to expedite progress so as to complete the Works or any part thereof within date of Completion. The Contractor shall not be entitled to any additional payment for taking such steps.

If any step taken by the Contractor in meeting his obligations under this Sub clause cause the Employer to incur additional costs, such costs shall be recoverable from the Contractor and shall be deducted by the Employer from any monies due, or become to the Contractor.

3.14 Suspension

3.14 .1 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During suspension, the Contractor will protect, store and secure such part or whole of the Works against any deterioration, loss or damage.

3.14.2 Consequences of Suspension

The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is

- a. provided for in the Contract, or
- b. necessary for proper execution of Woks or by reasons of weather condition or by some default on the part of the Contractor, or
- c. necessary for the safety of Works or any part thereof or
- d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the Site or



- e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities,

If suspension is ordered by the Engineer for reasons other than those mentioned in **sub-clause 3.14.2**, then the Contractor's entitlement are in the table below.

Suspension Period	Extension of Time	Compensation for the suspension period	Remarks
Upto 30 days	NO	NO	Engineer may at his sole discretion may give extension of time in exceptional circumstances
31 – 60 days	YES	NO	Extension of time as considered proper by the Engineer
Above 60 days	YES	<ul style="list-style-type: none"> As per Daily rate of wages for idle labour/employees 50% of the rate for hire charges for idle plant and machinery (excluding cost of fuel and lubricants) 10% above all these items to cover overhead costs 	Compensation as assessed by the Engineer on submission of documentary proof by the Contractor to Engineer's satisfaction
Above 120 days If Contractor asks for fore closure	NO	No compensation	No Compensation except as Clause 13.15.1.(iii)

The decision of the Engineer shall be final on the amount of compensation payable on account of any idle labour/employees and idle plant/machinery. Recovery of installments towards all advances shall remain suspended during the period the suspension of work lasts, and no interest on advance shall be charged for the said period of suspension.

Apart from this, the Contractor has no other remedies in connection with suspension.

3.15 TERMINATION OF CONTRACT

3.15.1 Termination for Employer's Convenience

- (i) The Employer may terminate the Contract by giving notice to the Contractor with effect from the date stated in the notice, for its convenience and without need to give reasons.
- (ii) The Contractor must comply with the instructions of the Employer to wind down and stop work and the Contractor must leave the Site by the date stated in the



termination notice and remove all Temporary Works it has brought on to the Site except for those items identified in the termination notice as to be retained on the Site.

- (iii) After termination under **Clause 3.15.1**, subject to its other rights under the Contract, the Employer must pay to the Contractor:
 - a. the value of approved Materials actually brought to the Site and reasonably required to execute the Works during next three months, as per approved programme, and
 - b. Value of Work completed up-to-date by the Contractor at rates specified in the Contract, after taking into account any deductions, retentions, setoff
 - c. In addition, a sum not exceeding 2% (two percent) of the value of the work remaining incomplete on the date of Termination notice taking effect.
- (iv) The payment as above are full compensation for termination under this clause and the Contractor has no claim for damages or other entitlements whether under the Contract or otherwise.
- (v) Any remaining tools, plants, equipments and surplus Materials of Employer with Contractor will be returned to the Employer at Employer's depot at Contractor's cost. In case of failure of the Contractor to do so, the Employer will be entitled to recover their cost from the Contractor from the amount becoming due to the Contractor or from any other money due in any other Contracts. The decision of the Engineer of amount to be recovered will be final decision and full credit at rates initially charged to the Contractor shall be allowed for such Materials. Similarly the Employer shall be entitled to recover the cost of unreturned material, plant, equipment and tools from the Contractor where such Materials have been supplied free of cost and plant, equipment and tools free of cost or on lease basis to the Contractor as stipulated in the Special Conditions of Contract.
- (vi) Provided further, that any diminution of quantities against individual items of the Contract, merely as a variation when the work is completed, shall not constitute foreclosure of Contract in terms of this clause, and no compensation or payment whatsoever as per this clause will be due or payable to the Contractor on that account.

3.15.2 Termination for Default of Employer

- i. In the event of the Employer:
 - a) failing to pay to the Contractor the amount due without reasonable cause, under any certificate of the Engineer, within ninety days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or
 - b) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation

then, the Contractor may give notice requiring the Employer to remedy the default within 28 days after receipt of the notice. If the Employer fails to remedy the default or fails to propose steps reasonably acceptable to the Contractor to do so and in that case, the Contractor may terminate the Contract after issue of 14 days notice to the Employer with a copy to the Engineer. In this case, the Contractor shall be compensated as per Sub clause (iii) of 3.15.1.

The Engineer's decision on the amount payable on this account shall be final and binding.



3.15.3 Rescission of Contract Due To Death of Contractor / Partner

If the Contractor is an individual or a sole proprietary concern, and the Contractor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case unless the Employer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, or in the case of a partnership firm, all surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to rescind the Contract as to its incomplete part. The Engineer's decision in this regard will be final and binding on the parties. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of Contract. Provided further that the legal representatives of the Deceased Contractor the surviving partners, shall also not be liable to pay any damages, to the Employer, in respect of incomplete part of the Contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the Contracting firm, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said Contracting firm as the case may be

3.15.4 Termination of Contract Due To Contractor's Default

3.15.4.1 Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and remedy it within a specified reasonable time as the Engineer may deem reasonable.

3.15.4.2 Conditions Leading To termination Of Contract

The Employer shall be entitled to terminate the Contract if the Contractor or any one of its constituents,

- a) fails to comply with a notice under Sub clause 3.15.4.1
- b) abandons or repudiates the Contract
- c) without reasonable excuse fails to commence the Works in accordance with the Contract
- d) sub Contracts the whole of the Works or assigns the Contract without Approval of the Employer
- e) becomes bankrupt or insolvent or goes into liquidation except voluntary liquidation for the purpose of amalgamation or reconstruction
- f) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
- g) fails to adhere to the agreed programme of work by margin of 10% of the stipulated period or 21 days, whichever is earlier, or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
- h) fails to remove Materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said Materials or Works have been condemned or rejected, or
- i) fails to take steps to employ competent and/or additional staff and labour, or
- j) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
- k) indulges in corrupt or fraudulent practices as explained in Clause 3.16.1 (a) (ii)

In any one these events or circumstances, the Employer may upon giving 14 days notice to the Contractor, terminate the Contract and expel the Contractor from the Site. The Employer shall give a 2 days notice to the Contractor towards the end of this 14 day period following which the Contractor shall remove all his plants and Machinery from the Site within these two days failing which Liquidated Damages shall be levied on the



Contractor. However, in case of sub-paragraph (e) or (i), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer under the Contract.

After termination, the Employer may complete the Works and/ arrange for any other entities to do so at the risk and cost of the Contractor. The Employer and his entities may then use, the roads, the Contractor's documents and his design document made by or on behalf of the Contractor.

On termination of Contract due to Contractor's default, the Employer shall be entitled to

- a. forfeit the whole or such portion of the Performance Security amount as he may consider fit, and
- b. recover from the Contractor the cost of carrying out the balance work in excess of the sum which he would have been paid according to the certificate of the Engineer, if the Works had been carried out and completed by the Contractor under the terms of Contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.

3.15.4.3 Non-exercise of power not to constitute waiver

Provided always that in case any of the powers conferred upon the Employer by **Sub-clause 3.15.4.1** and **Sub-clause 3.15.4.2** above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof.

3.16 CORRUPT OR FRAUDULENT PRACTICES

3.16.1 The Employer requires that the Bidders/Contractors observe the highest standards of ethics during

Tendering and execution of this Contract. In pursuance with this policy, the Employer:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
 - (ii) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to Employer, Engineer or any of their employees, influence in the procurement process or in Contract execution; and
 - (iii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- b. Will reject the Tender for the work or rescinds the Contract if the Employer determines that the Bidder/Contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.



SECTION – 4

TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS.

PREAMBLE

The Technical Specification (Appendix-“A”) shall be read with the other volumes of the Bid Document (Volumes I & II)

1.1.1 General

The Technical specifications covering the materials and the workmanship aspects as well as method of measurements and payments are included in this section. These specifications cover the items of civil and non-civil works coming under scope of this document. All work shall be carried out in conformity with the same. These specifications are not intended to cover the minute details. The works shall be executed in accordance with good practices followed for achieving high standards of workmanship, thus ensuring safety and durability of the construction. All codes and standards referred to in these specifications shall be the latest thereof, unless otherwise stated.

1.1.2 Inclusive Documents

The provisions of special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Engineer shall form part of the technical specifications of this project.

The attention of the contractor is drawn to those clauses of codes which require supporting specification by the Engineer. In such cases, it is the responsibility of the bidder /contractor to seek clarification on any uncertainty and obtain prior approval of the Engineer before taking up the supply/construction. In absence of such prior clarification, the Engineer's choice/design will be final and binding on the contractor without involving separately any additional payment.

1.1.3 Measurement And Payment

The methods of measurement and payment shall be as described under various items and in the Bill of Quantities. Where specific definitions are not given, the methods described in B.I.S. Code/MoRTH/IRC will be followed. Should there be any detail of construction or materials which has not been referred to in the Specification or in the Bill of Quantities and Drawings but the necessity for which may be implied or inferred there from, or which is usual or essential to the completion of the work in the



trades, the same shall be deemed to be included in the rates and prices entered by the contractor in the Bill of Quantities.

1.1.4 Defective Works

All defective works are liable to be demolished, rebuilt and defective materials replaced by the contractor at his own cost. In the event of such works being accepted by carrying out repairs etc., as specified by the Engineer, the cost of repairs will be borne by the contractor.

In the event of the work being accepted by a given 'Design Concession' arising out of but not limited by a given under sizing, under strength, shift in location and alignment etc., and accepting design stress in members which are higher than those provided for in the original design or by accepting materials not fully meeting the specifications etc., the bidder will be paid for the works actually carried out by him at suitably reduced rate of the bid rates for the portion of the work thus accepted.

2 Summary of Work

In the work the underpass has been proposed with provision of

- 24 meter wide and 51 meter long main subway
- 6 meter and 53.60 meter long subway ramp inside SMS hospital
- 4.5 meter and 54.00 meter long subway ramp inside Trauma centre
- 2.5 meter wide and 22 meter long subway to cross hospital road
- 2 staircase
- 22 Nos Shops of size 3.37 mt X 3.77 mts.

2.1 Scope of Work

The work under this contract shall be carried out in accordance with the document constituting the contract and shall consist of various salient items as generally described below. The contractor has to identify all existing utility service lines effected during construction and shall shift them for construction purpose without effecting the use of these in SMS Hospital. The contractor has to provide all necessary indicative boards for diversion of traffic and deploy required persons for guidance of traffic during construction period. Proper lighting at construction site is to be maintained during construction period and remedial measure be taken to avoid any accidents.



2.1.1 Road Work

The roadwork to be carried out under the contract consists of the following:

- **Site Clearance**
- **True and proper setting out and layout of the works, providing location marks, benchmarks, preparation of report and plans.**
- **Construction of road including excavation, construction of embankment and sub-grade, construction of carriage way, service road, shoulders and medians, provision of drainage, turfing and retaining walls.**
- **Dismantling of existing flexible pavement up to sub-grade/ embankment level and construction of new pavements or constructing overlay over the existing pavements as shown in drawings.**
- **Improvements of existing junctions and construction of new junctions, if any, as per drawings.**
- **Provision of road signs, markings, delineators, kilometer stones, hectometer stones boundary stones, railings, etc. on road.**
- **Provision of road markings with Thermoplastic paint as shown in drawings.**
- **Maintenance of existing Works**
- **Any other item of work as may be required for completing the road works including all incidental works in all respects in accordance with the provisions of the contract.**
- **Kerbs shall be casted cast in situ by using arrow/ equivalent machine.**

2.1.2 Underpass works

- **Site clearance**
- **Identification and shifting of existing utility service lines.**
- **True and proper setting out and layout of the work, providing location marks, bench marks, preparation of reports and plans**
- **Providing bored cast-in-situ piles including testing piles.**
- **Providing RCC retaining walls, RCC columns, beams, slab.**
- **Providing Kerbs, railings and drainage spouts.**
- **Providing expansion joints and construction joint,**



- **Providing bituminous wearing coat/ mastic wearing coat**
- **Any other item of work as may be required to be carried out for completing the bridge works including all incidental works in all respects in accordance with the provisions of the contract.**
- **Constructing Underpass on pile foundation, RCC substructure and RCC beams as decided by the Engineer In charge with bottom of the superstructure nearly 4-5 m height.**

2.1.3 Others - General

- All aspects of quality control and quality assurance of Works including documentation.
- Providing measures for prevention or mitigation of negative environmental impacts due to construction activities.
- Provision and maintenance of fully furnished and equipped site offices for Engineer; Employer and their staff as per provisions of Contract.
- Provision of laboratory for testing, including the supply of equipment and consumables;
- Supply of colour record photographs and video cassettes of important activities of the work;
- Handing over of the works on completion after due site clearance
- Submission of as built drawings and other related documents in six copies (hard and soft).
- Rectification of the defects in the completed works during the defect liability period;
- Execution of any other item of work for the construction and completion of the Works in accordance with the provisions of Contract including all incidental items as well as preparation and submittal of reports, plans as required.
- During the period of the contract the right of way and all existing roads shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be used as necessary to protect the works and maintenance will be carried out as directed by the Engineer and provided in the contract.
- Construction of approach roads with improvement junctions, electrification and shifting of utilities, provision signal and sign boards.



- Construction of diversion and its maintenance of the diversion as per the direction of the Engineer in Charge at the cost of the contractor.

2.2 Site Information

2.2.1 Location

The project site is located in the city of Jaipur, Rajasthan.

The SMS hospital is situated on the east side of Tonk road while the Trauma centre is on the west side of Tonk road. The Tonk road is heavy traffic road so a Underpass has been proposed across the road.

2.2.2 Geotechnical Information

More detailed information can be referred in the offices of Engineer/Employer

2.2.3 Seismic Zone

Project area is in the seismic zone II as per IRC: 6.

2.2.4 Climate

Maximum temperature is 47 degree centigrade in summer season while minimum temperature is around 8 degrees centigrade in winter season.

Site information given above and provided elsewhere is given in good faith by the employer. The contractor shall satisfy himself regarding all aspects of site conditions and collect all site information necessary for the construction and completion of the works.

2.3 Survey and Investigations

As part of the planning and design carried out in connection with production of these bid documents comprehensive topographical field surveys and geotechnical investigations were carried out.

The geotechnical investigations are completed. The geotechnical results from the geotechnical investigations are presented in the geotechnical report. This report will provide information about the existing soil conditions.

The topographic survey report and geotechnical report can be referred to in the office of the executive engineer.

Any additional survey and soil investigation required for any purpose shall be done without any extra cost.



2.4 Land for Contractor's facilities

The employer shall provide the right of way of the road works and other appurtenant works to the contractor. However, the contractor shall have to make his own arrangements for the land required by him for borrow areas, quarries, site offices, testing labs, labour camps, stores, plants and casting yards etc.

2.5 Safety of the existing structure and water supply/drainage work/ electric/ telephone line/ sewerage lines.

The contractor shall have the full responsibility to ensure the safety of the existing structures. Contractor shall be fully responsible and liable to repair any damaged caused to the existing structures (existing bridge foundation) during the execution of construction work for new bridge at his own cost and no amount shall be paid extra. The rates quoted by the contractor shall be deemed included in the unit price of the respective items.

The contractor shall identify the supplier of the propriety items such as expansion joints, water bars for construction joint etc of any international proven quality at the time of the bidding.

List of suppliers as submitted to the engineer shall be approved by the Engineer In charge after award of work. However, the supplier may be liable to be changed if engineer feels necessary at any later stage.

The contractor shall submit the work methodology to the Engineer Incharge. Contractor shall not be allowed to change construction methodology as suggested in the contract drawing. However, if contractor feels or like to change the construction methodology, it shall be done by the contractor at his own cost.

3 GENERAL REQUIREMENTS

The specification for works shall be in two parts, Technical Specifications and Supplementary Technical Specifications, which shall be read together: In the absence of any definite provision on any particular issue in the Specifications, the work shall be carried out in accordance with Special Specifications to be prepared by Contractor and approved by Engineer. Such Special Specification shall be based on technical literature comprising national MoRTH/(IRC and IS) and international specifications and good engineering practice. In case of any dispute, the decision of the Engineer shall be final and binding on the Contractor.



3.1 GENERAL TECHNICAL SPECIFICATIONS

Part I - General Technical Specifications

This part shall comprise the “Specifications for Road and Bridge Works” (Fifth Revision), 2013 along with other addendum Corrigendum issued up to 28 days before the final dated of submission of the bid, issued by the Ministry of Road Transport & Highways, Government of India, and published by the Indian Road Congress (IRC), Jamnagar House, New Delhi - 110 011, with a cross reference to relevant Bureau of Indian Standards (BIS) for materials for other aspects not covered by the IRC, all deemed to be bound into this document.

Part II - Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise various Amendments/ Modification/ Additions to the “SPECIFICATION FOR ROAD AND BRIDGE WORKS” referred to in Part I above and additional specifications for particular items of work not already covered in Part I.

If a particular clause or a part thereof in "SPECIFICATION FOR ROAD AND BRIDGE WORKS" referred to under Part I above, is amended/modified/ substituted/added upon, and incorporated under Part II, referred to above, the Amendment/Modification/ Substitution/Addition to the relevant Clause or part of the Clause shall prevail.

When an amended/modified/substituted/added clause supersedes a Clause or part thereof in the said Specifications, then any reference to the Clause shall be deemed to refer to the amended/modified/substituted/added Clause or part thereof.

Insofar as amended/modified/substituted/added Clause may come in conflict or be inconsistent with any of the provisions of the said Specifications under reference, the amended/modified/ substituted/added Clause shall always prevail.

The Additional Specifications shall comprise specifications for particular item of works not already covered in Part I.

Amendments, modifications, substitutions, additions have been made to the following clauses of specifications for Road and Bridge Works (Fourth Revision).



3.2 Specifications for Road & Bridge Works by Ministry of Surface Transport (MOST), Govt. of India

Unless specifically mentioned otherwise hereafter or/and directed by the Engineer-in-charge to do so, all the civil engineering works shall be carried out in accordance with the provisions of the "Specifications for Road and Bridge Works (Fifth Revision), called MOST Specifications hereinafter published at New Delhi in 2013, or the latest version available, by Indian Roads Congress on behalf of MOST.

3.3.1 MATERIALS AND TEST STANDARDS

3.3.1 Testing

The Contractor shall set up a field laboratory with necessary equipments for testing of water, aggregates, cement and concrete used in the construction as per requirements of the relevant specifications. The testing of all materials shall be carried out by the Engineer-in-charge or his representative for which the contractor shall make all the necessary arrangements and bear the entire cost.

Tests which cannot be carried out in the field laboratory shall be sent for testing by the contractor to any NABL accredited or recognized laboratory/testing establishment approved by the Engineer-in-charge.

The cost of making any and all the Tests shall be borne by the Contractor if such Test is clearly intended by or provided for in the Contract.

The following instruments / apparatus (but not the least), are required in the field laboratory.

1. Digital Compression testing Machine 2000KN Capacity electrically operated.
2. Vicat Needle Apparatus with dashpot.
3. Concrete soundness test hammer.
4. Cement autoclave.
5. Cube Moulds (ISI Marked) of different sizes.
6. Aggregate Crushing Value.
7. Aggregate impact value test apparatus.
8. Sieve Shaker.
9. Sieves of different sizes (ISI Marked).
10. Flakiness index test apparatus.
11. Proctor Compaction Apparatus.
12. Bitumen extraction test.



However, as per the site requirement EIC may direct the contractor to arrange some additional testing apparatus required in the field laboratory which are not included in the above mentioned list, at his own cost. Then the cost of such Test shall be borne by the Employer. If, however, the Test shows the workmanship or Materials not to be in accordance with the Contract, then the cost of such Test will be borne by the Contractor

The contractor shall appoint separate engineer (Degree holder) of experience not less than 5 years for quality control and site laboratory who shall provide all assistance to JDA to conduct such tests. The salary/waged of such engineer shall be deemed to be included in the cost of work and no extra payment shall be made on this account. In case of not appointing separate engineer by the contractor the JDA may appoint such engineer at its own and actual wages/ salary be deducted from the due payments of contractor

3.3.2 Sampling of Materials

Samples provided to the Engineer-in-charge for retention are to be in labeled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with the approved samples will be rejected by the Engineer-in-charge or his representative and shall be removed from site as directed by the Engineer-in-charge or his representative at the contractor's cost.

Samples required for approval and testing must be supplied well in advance to allow for testing and approval. Delay to works arising from the late submission of samples will not be acceptable as a reason for delay in the completion of the work.

3.4 CONSTRUCTION EQUIPMENT

3.4.1 Tolerance

The contractor shall ensure that the major plant and equipment proposed to be deployed on the work shall meet the performance criteria specified herein. The contractor shall be required to give trial runs of these equipments for establishing their capabilities to achieve the laid down specification and tolerance to the satisfaction of the Engineer-in-charge before commencement of the work. All these equipments provided shall be of proven efficiency and shall be maintained at all time.

3.4.2 Batching Equipment

For individual batches the following tolerances shall apply based on the required weight of material.



Percentage

Cement	:	± 1
Aggregate	:	± 2
Water	:	± 1

Notwithstanding above tolerances the construction and accuracy of equipment shall conform to IS:2722, except that an accuracy off 0.4% over the entire range of equipment will be required.

3.4.3 Batch Type Concrete Mixer

The mixer shall be tested under normal working conditions in accordance with the method specified in IS: 4634 with a view to checking its ability to mix the ingredients to obtain a concrete of desired uniformity. The conformity of mixed concrete shall be evaluated by fixing the percentage variation in quantity of cement, fine aggregate and coarse aggregate in a freshly mixed batch of concrete.

The percentage variation between the quantities of cement, fine aggregate and coarse aggregates (as found by weighing in water) in the two halves of a batch and the average of the two halves of the batch shall not be more than the following limits:

Cement	:	8%
Fine Aggregate	:	6%
Coarse aggregate	:	5%

3.4.4 Concrete Transit Mixers

The mixer shall conform to IS: 5892 and be tested under normal working condition in accordance with the method specified in IS:4634. The tolerance limits for the variation between quantities of cement, fine aggregate and coarse aggregates shall be same as for batch type concrete mixer.

Competent authority shall have the right to determine whether all or any of the materials offered or delivered for use in the works are suitable for the purpose.

3.5 SETTING OUT

The works unless otherwise specified, shall be set symmetrical to the centre line of the bridge as shown on the drawings and design.

Reference pillars shall be established by the contractor at his own cost after carrying out the necessary survey with reference to the said drawings.



The centre line of the bridge shall be extended on both ends to at least 60.0 m and the centre line pillars located not less than 3.0 m from the two ends of the bridge. These shall be so located that they are in no way disturbed during flood or during the period of construction.

The reference pillars shall be connected with some permanent features on the site that they can be correctly relocated in case they get disturbed during the construction period.

For the layout work and establishing the centre line of the bridge, only steel tape shall be utilised throughout the work and where work is done by traversing, the traverse shall be closed. In case of minor errors these shall be corrected by interpolation of the layout and the centre line pillars got approved by the Engineer-in-charge.

3.6 MATERIALS FOR STRUCTURE

General

All the basic construction materials viz. cement, aggregates (coarse and fine both), reinforcement and water to be used in works shall be procured from sources approved by the Engineer-in-charge. Unless otherwise mentioned in these specifications the contractor shall identify the sources of basic materials and propose the same for approval after satisfying himself about the quality and quantity required for the work.

3.6.2 Cement

Ordinary Portland Cement (OPC) 43 grade conforming to IS: 8112 shall be used throughout construction. Cement shall be procured from reputed manufacturers who have requisite infrastructure for conducting various tests for the conformance to chemical and physical requirements specified in IS: 269. The frequency of such tests in manufacturer's laboratory shall be as per IS: 3535. Since a very good degree of quality control is desired at works, fresh cement from a single source shall be procured unless alternative source is approved by the Engineer-in-charge in writing. The make and quality of cement to be used in the work shall be subject to the approval of Engineer-in-Charge. Along with each lot of cement delivered to site a certificate from the manufacturer shall be forwarded, to the effect that the cement was tested and analysed in accordance with the methods given in IS:4031 and IS:4032. The test results shall be included in the manufacturer's certificate.

Notwithstanding manufacturer's certificate the Engineer-in-charge if so desired may ask for retesting of cement at site or through any other recognised and approved laboratory. The cost of additional tests and samples shall be borne by the contractor.



3.6.3 Coarse Aggregate

Coarse aggregates shall consist of naturally occurring crushed stones. The aggregates shall be hard, strong, dense, durable, clear and free from veins and adherent coating, and free from injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious substances. The presence of flaky, scoriaceous and elongated pieces shall be avoided. The coarse aggregates which conform to the following requirement may only be considered for approval by the Engineer-in-charge:

Deleterious materials	Refer to Table 1 of IS:383
Aggregate Crushing Value	30%
Aggregate Abrasion Value	30%

Aggregate shall be supplied in single sizes. The nominal maximum size of aggregate to be used in work shall be 20mm. The other requirements for coarse aggregates shall be as per IS:383.

While submitting samples of aggregates for approval the contractor shall furnish following information pertaining to the aggregates:

Source of supply, that is, precise location of source from where the materials were procured.

Trade group of principal rock type present.

Presence of reactive minerals.

Physical characteristics.

Specific gravity.

Moisture content

Absorption value.

Aggregate crushing value.

Abrasion value

Presence of deleterious materials.

Potential reactivity of aggregate.

The tests carried out for the above shall be done in accordance with the methods specified in IS:2386.

The contractor shall satisfy himself that the material complies with the requirement of IS:383 and shall furnish a certificate to this effect to the Engineer-in-charge whenever asked for. In case the aggregates tested do not comply with any requirement of the IS standards the source for the same shall be rejected. No further samples from the rejected source shall be considered for approval. The Engineer-in-charge shall have full liberty of getting the material tested independently through recognised agency. The Contractor shall supply free of charge the material required for tests and bear all expenses for such tests.



3.6.4 Fine Aggregate

The quality, tests and acceptance criteria for fine aggregates shall be same as mentioned for the coarse aggregates. The fine aggregates shall conform to Zone II of Table 4 of IS:383.

3.7 STEEL

3.7.1 Steel reinforcement

Steel shall be procured from primary manufacturers only.

High strength deformed steel bars of TMT 500D grade shall be used and shall comply with the provisions of IS: 1786 (Latest revision) For each batch of steel delivered to site the contractor shall supply the Engineer-in-charge with manufacturer's certificate stating the process of manufacture and also the test sheets signed by the manufacturer giving the result of each mechanical test and the chemical composition.

Steel / Strands shall be manufactured by the open hearth, electric, duplex, basic oxygen process or a combination of these processes like TATA (Mumbai), SAIL or equivalent as approved by EIC. In case any other process is employed by the manufacturer, prior approval of the purchaser from EIC should be obtained.

3.8 WATER

Water to be used for mixing and curing shall be clear and free from injurious amounts of oils, acids, alkalis, salts, sugar, organic materials or other substances that may be deleterious to concrete or steel. Potable water is generally considered satisfactory for mixing concrete. The maximum permissible limits for solids shall be as given below:

- | | | |
|------------------------------------|---|---|
| • Organic | : | 300 mg/1 |
| • Inorganic | : | 3000 mg/1 |
| • Sulphates (as SO ₄) | : | 500 mg/1 |
| • Chlorides (as Cl) | : | 1000 mg/1 for reinforced concrete
250 mg/1 for pre stressed concrete |
| • Suspended matter | : | 2000 mg/1 |
| • pH | : | < 6 |

3.9 STORAGE OF MATERIALS

All materials shall be placed at site in a proper way so as to prevent their deterioration or intrusion of foreign matter and to ensure their satisfactory quality and fitness for the work. The storage space must also permit easy inspection, removal and re-storage of the materials. Materials though stored in approved godown must be subjected to acceptance test prior to their immediate use.



The cement shall be stored in a suitable weather-tight building to protect it from dampness and minimise warehouse deterioration. Each consignment of cement shall be stored separately so that it may be readily identified and inspected. Cement shall be used in the sequence in which it is delivered at site.

The contractor shall prepare and maintain proper records on site in respect of the delivery, handling, storage and use of cement and shall be made available for inspection by Engineer-in-charge at any time.

The cement more than 3 to 4 months old shall invariably be tested at contractor's cost to ascertain that it satisfies the acceptability requirements.

3.10 FORMWORK AND SURFACE FINISH FOR STRUCTURES

3.10.1 Construction Operation

Only rigid steel forms shall be used unless otherwise approved by the Engineer-in-charge. Formwork shall include all temporary or permanent forms of moulds required for forming the concrete which is cast-in-situ, together with all temporary construction required for their support.

The chamfers, beveled edges and mouldings shall be made in the formwork itself. Opening for fixtures and other fittings connected with services shall be provided in the shuttering as directed by the Engineer-in-charge.

3.10.2 Formed surfaces and finish

The formwork shall be made as to produce a finished concrete true to shape, lines, levels, plumb and dimensions as shown on the drawings, subject to the following tolerances unless otherwise specified in these documents or drawings or as directed by the Engineer-in-charge.

- | | | |
|----|---------------------|---|
| a) | Sectional dimension | + 5 mm |
| b) | Plumb | + 1 in 1000 of height |
| c) | Levels | + 3 mm before any deflection has taken place. |

Tolerances given above are specified for local aberrations in the finished concrete surface and should not be taken as tolerance for the entire structure taken as a whole or for the setting and alignment of formwork, which should be as accurate as possible to the entire satisfaction of the Engineer-in-charge. Errors if noticed in any lift/tilt of the structure after stripping of forms, shall be corrected in the subsequent work to bring back the surface of the structure to its true alignment.



3.11 PREPARATION OF FORMWORK BEFORE CONCRETING

3.11.1 Special Provisions

Wherever the concreting in narrow members is required to be carried out within shutters of considerable depth, temporary openings in the sides of the shutters shall, if so directed by the Engineer-in-charge, be provided to facilitate the pouring and consolidation of the concrete. Small temporary openings shall be provided as necessary at the bottom of shutters of walls and deep beams to permit the expulsion of rubbish etc.

Formation of blotches and stains due to detachment of formwork panel from the concrete when adjacent portion in the same lift is still adhering, shall not be allowed to occur, and for this purpose, all shutters shall be struck off at the same time.

3.12 STEEL REINFORCEMENT FOR STRUCTURE

3.12.1 General

Steel reinforcement shall be stored in such a way as to avoid distortion and to prevent deterioration by corrosion. When directed by the Engineer-in-charge, the reinforcing bars shall be given a cement wash before stacking to prevent scales and rust.

The reinforcement bars bent and fixed in position shall be free from rust or scales, chloride contamination and other corrosion products. Effective methods of cleaning such as sand blasting will have to be used so that the steel is free from rust, scales and contamination.

Steel shall be manufactured by primary manufacturers like TATA, SAIL, RISNL or equivalent as approved by the EIC shall be used. In case any other process is employed by the manufacturer, prior approval of the purchaser should be obtained.

3.12.2 Bending of Reinforcement

Bending of reinforcement shall be done as per Bar Bending Schedule to be prepared and got approved by the contractor prior to commencement of work.

3.12.3 Placing of reinforcement

Reinforcement left projecting from newly placed concrete shall be supported in such a way that there is no sag or risk or damage to the newly placed concrete. The projecting bars which are likely to be exposed for a long time shall be protected by a thick coat of neat cement grout. These shall be thoroughly cleaned and wire brushed before depositing fresh concrete around it.



3.13 CEMENT CONCRETE FOR STRUCTURES

3.13.1 Grade of concrete

Only design mix concrete shall be used in the work. The design mix concrete shall have the minimum compressive strength of 150 mm cubes at 28 days according to the denomination of the grade the concrete e.g. M 35 grade concrete shall have the minimum characteristic compressive strength of 35 Mpa.

3.13.2 Design mix concrete

The determination of the cement, aggregates and water to attain the strength specified in clause 5.11.1 above shall be made by designing the concrete mix in accordance with IS: 10262. The trial mixes for mix design shall be prepared with approved aggregates, cement and water.

Coarse aggregates of different sizes shall be combined in suitable proportion so as to result in an overall grading conforming to IS : 383.

Minimum six cubes shall be prepared from each trial mix for testing compressive strength at 28 days. Based upon the successful preliminary crushing and workability tests, the contractor shall submit mix proposals to the Engineer-in-charge who will have the right to accept any trial mix. The strength tests for concrete shall be done in accordance with IS : 516. All preliminary tests, approval, etc. shall be got done in advance by the contractor prior to commencement of actual work at site. Failure on the part of the contractor to do so and consequent delay in completion of the works will not entitle him for any compensation whatsoever, either financially or by way of extension of time.

3.13.3 General

In proportioning concrete the quantity of both cement and aggregates shall be determined by weight. The cement shall be weighed separately from the aggregates. Water shall either be measured by volume in calibrated tanks or weighed. All measuring equipment shall be maintained in a clean and serviceable condition. The amount of mixing water shall be adjusted to compensate for moisture content in both coarse and fine aggregates. The moisture content in both coarse and fine aggregates shall be determined in accordance with IS : 2386 (Part-III). Suitable adjustments shall also be made in the weights of aggregates to allow for the variation in weight of aggregates due to variation in moisture content.

3.13.4 Production of concrete

The concrete shall be produced in a central batching and mixing plant producing at least 30 cum mixed concrete per hour. The batching plant shall be either fully or semi-automatic type. A semi-automatic batcher shall be charged by devices which are separately actuated manually to allow the material to be weighed but which are actuated automatically when the designated weight of each material has been reached. Automatic batcher shall be charged by devices which, when



actuated by a single starter switch will automatically started when the designated weight of each material has been reached inter locked. A batching plant essentially consists of the following components.

- Storage bins for different sizes of aggregates and cement.
- Batching equipment
- Mixers
- Central panels
- Material feeding and elevating arrangements.

The compartments of storage bins shall be approximately of equal size. The cement compartment shall be centrally located in the batching plant. It shall be water-tight and provided with necessary air vent, aeration fittings for proper flow of cement, emergency cement cut off gate. The aggregate and sand shall be charged by power operated centrally revolving chute. The entire plant from mixer floor upward shall be enclosed and insulated. The batch bins shall be constructed so as to be self cleansing during drawdown. The batch bins shall be general conform to the requirement of clause 4.0 of IS: 4925.

The batching equipment shall be capable of determining and controlling the prescribed amounts of various constituent materials for concrete accurately i.e. water, cement, sand, individual size of coarse aggregates, etc.

3.13.5 Mixing concrete

The concrete shall be mixed in power driven free fall tilting type mixer fitted with abrasion resistant replaceable liners and blades. The concrete shall be mixed for 1½ to 2½ minutes in the mixer depending upon the capacity of mixer. These mixing periods are based on standard speed of rotation of mixer and of the introduction of materials including water into the mixer. Mixing time shall be increased if and when charging and mixing operations fail to produce a concrete batch of uniform composition and consistency. The mixer in the batching plant shall be so arranged that mixing action in the mixers can be observed from the operator's station. The mixer shall be equipped with a mechanically or electrically operated timing, signaling and metering device which will indicate and assure completion of the required mixing period. The mixer shall have all other components as specified in IS:4925.

3.13.6 Transportation, placing and compaction of concrete

Mixed concrete from the batching plant shall be transported to the point of placement by transit mixers or through concrete pumps. In case the concrete is proposed to be transported by transit mixer it shall not be less than 4 rev/min of the drum or greater than a speed resulting in a peripheral velocity of the drum 70 m/min at its largest diameter. The agitating speed of the agitator shall be not less than 2 rev/min nor more than 6 rev/min of the drum. The number of revolution of



the mixing drum or blades at mixing speed shall be between 70 to 100 revolutions for a uniform mix, after all ingredients, have been charged into the drum. Unless tempering water is added, all rotation after 100 revolutions shall be at agitating speed of 2 to 6 rev/min and the number of such rotations shall not exceed 250. The general construction of transit mixer and other requirement shall conform to IS:5892.

In case concrete is to be transported by pumping, the conduit shall be primed by pumping a batch of mortar through the line to lubricate it. Once the pumping is started, it shall not be interrupted (if at all possible) as concrete standing idle in the line is liable to cause a plug. The operator shall ensure that some concrete is always there in the pump receiving hopper during operation. The lines shall always be maintained clean and shall be free of dents.

Except where otherwise agreed to by the Engineer-in-charge, concrete shall be deposited in horizontal layers to a compacted depth of not more than 450 mm. Unless agreed to by the Engineer, concrete shall not be dropped into place from a height exceeding 2 m. In order to avoid such situations chutes shall be used. The chutes shall be kept clean and used in such a way as to avoid segregation. Slope of the chute shall be so adjusted that concrete flows without the use of excessive quantity of water. The delivery end of chute shall be as close as possible to the point of deposit. The chute shall be thoroughly flushed with water before and after each working period and the water used for this purpose shall be discharged outside the formwork. The concrete shall be compacted by using immersion type vibrators. When the concrete is being continuously deposited to a uniform depth along a member, vibrator shall not be operated within one meter of free end of the advancing concrete. Every effort shall be made to keep the surface of the previously placed layer of concrete alive so that the succeeding layer can be amalgamated with it by the vibration process. In case the concrete in underlying layer has hardened to such an extent that it cannot be penetrated by the vibrator but is still fresh (that is, just after initial set), an imposed bond shall be achieved between the top and underlying layer by first satisfying the lower layer before the new concrete is placed by systematically and thoroughly vibrating the new concrete. The points of insertion of vibrator in the concrete shall be so spaced that the range of action overlap to some extent and the freshly filled concrete is sufficiently consolidated at all locations. The spacing between the dipping positions of vibrator shall be maintained uniformly throughout the surface of concrete so that concrete is uniformly vibrated. The vibrating head shall be regularly and uniformly inserted in the concrete so that it penetrates of its own accord and shall be withdrawn slowly whilst running so as to allow redistribution of concrete in its way and allow the concrete to flow back into the hole behind the vibrator. The vibrator head shall be kept in one position till the concrete within its influence is completely consolidated. Vibration shall be continued until the coarse aggregate particles have blended into the surface but



have not disappeared. The contractor shall keep one additional vibrator in serviceable condition to be used in the event of breakdowns.

The vibrator head shall not be brought more than 200 mm near to the formwork as this may cause formation of water stagnations. The formwork shall be strong and great care shall be exercised in its assembly. It shall be designed to take up increased pressure of concrete and pressure variations caused in the neighbourhood of vibrating head which may result in excessive local stress on the formwork. The joints of the formwork shall be made and maintained tight and close enough to prevent the squeezing out of grout or sucking in of air during vibration. The formwork to receive concrete shall be cleaned and made free from standing water, dust, etc.

In case the reinforcement has mild scales or dirt the same shall be cleaned by wire brushes. No concrete shall be placed in any part of the structure until the approval of Engineer-in-charge has been obtained. If concreting is not started within 24 hours of the approval being given, it shall have to be obtained again from the Engineer-in-charge. Concreting shall be done continuously over the area between construction joints. Fresh concrete shall not be placed against concrete which has been in position for more than 30 minutes unless a proper construction joint is formed. When concreting has to be resumed on a surface which has hardened, it shall be roughened, swept, clean, thoroughly wetted and covered with a 13 mm thick layer of mortar composed of cement and sand in same ratio as in the concrete mix itself. This 13 mm layer of mortar shall be freshly mixed and placed immediately before placing of new concrete.

Where concrete has not fully hardened, all laitance shall be removed by scrubbing the net surface with wire or bristle brushes. Care shall be taken to avoid dislodgement of particles of coarse aggregate. The surface shall then be thoroughly wetted, all free water removed and then coated with neat cement grout. The first layer of concrete to be placed on this surface shall not exceed 150 mm in thickness and shall be well rammed against old work. Particular attention shall be given to corners and close spots.

3.14 : VARIOUS CLAUSES OF MoRTH

Sl. Nr.	Section Nr.	Section Title	Clause (Morth V TH Revision)
1.	100	General	102, 105, 106, 107, 108, 111, 112, 114, 115, 121, and 126
2.	200	Site Clearance	201 and 202



Sl. Nr.	Section Nr.	Section Title	Clause (Morth V TH Revision)
3.	300	Earthwork, Erosion Control and drainage.	301, 305, 306 and 309
4.	400	Granular Sub-Bases	401
5.	600	Concrete Pavement	601,602and 603.
6.	800	Traffic Signs, Markings and other Road Appurtenances	801, 803 and 804
7.	900	Quality Control for Road works	901, 903
8.	1000	Materials for Structures	1002, 1006, 1007, 1008, 1009, 1012, 1013, 1014 and 1015
9.	1100	Pile Foundations	1101, 1103, 1104, 1107, 1113, 1115, 1118 & 1119
10.	1500	Form work	1501, 1502, 1503, 1504, 1506, 1508, 1509, 1510 & 1513
11.	1600	Steel Reinforcement (untensioned)	1602, 1604, 1605, 1606 & 1607
12.	1700	Structural Concrete	1703, 1704, 1705, 1707, 1709, 1710, 1712, 1713 & 1715
13.	2200	Substructure	2204, 2210
14.	2300	Superstructure	2305, 2306
15.	2600	Expansion Joints	2601, 2606 and 2609
16.	2700	Wearing Coat & Appurtenances	2702, 2703,2706 and 2709
17.	3000	Maintenance of roads	3001,3002, 3004 and 3005
18.	2000	Bearings	2005
19.	1800	Prestressing	1801,1802, 1803,18041805,



Sl. Nr.	Section Nr.	Section Title	Clause (Morth V TH Revision)
			18061807, 1808

Additional Specifications_____

The Clauses A-1 to A-7 have been added to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" - 2013.

CLAUSE A-1	PLANTATION OF TREES AND HEDGES
CLAUSE A-2	LEVELLING AND GRADING ROAD SIDE LAND
CLAUSE A-3	UTILITY DUCTS
CLAUSE A-4	SPECIFICATIONS FOR SCARIFICATION OF EXISTING PAVEMENT AND PROVIDING OVERLAY WITH GRANULAR BASE/DBM.
CLAUSE A-5	REFLECTIVE PAVEMENT MARKERS (ROAD STUDS)
CLAUSE A-6	CURING USING LIQUID MEMBRANE FORMING COMPOUND
CLAUSE A-7	PAVEMENT QUALITY CONCRETE

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

However, work shall be executed as per latest edition of MoRTH/MoST. Where any specification of MORTH/ IRC/ BIS are silent then best international practice shall be followed including BRITISH / AASTHO Standards.



SECTION – 5

(FORM OF AGREEMENT)



SECTION -5

FORM OF AGREEMENT

This AGREEMENT is made on day of 2016 between (Name of Employer) (Mailing Address of Employer) hereinafter called "the Employer", of the one part (Name of Contractor) (hereinafter called "the Contractor) of the other part.

Whereas the Employer is desirous that certain works should be executed viz. (brief description work)..... and has by Letter of Acceptance dated (Date of letter of acceptance) accepted Bid by the Contractor for the execution completion and maintenance of such works. NOW THIS AGREEMENT WITNESSED AS FOLLOWS.

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as parts of the agreement viz:.

- a) The Form of Agreement.
- b) The Letter of Acceptance.
- c) The said Bid with Schedule of information (Section-5) of bid documents.
- d) Instructions to Bidders (Section -1).
- e) General Conditions of Contract (Section – 2).
- f) Special Conditions of Contract (Section - 3).
- g) Technical Specification (Appendix-A) (Section – 4).
- h) Form of Agreement (Section – 5)
- i) Bank Guarantee (Section – 6)
- j) BOQ/G-Schedule
- k) Special Conditions for Safety, Health and Environment (SHE) (Section-7)
- l) Drawings (Section – 8)
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The employer thereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the work of Contract Price at the time and in the manner prescribed by the Contract.



IN WITNESS whereof the parties have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written, SIGNED SEALED AND DELIVERED by the.

Said
(Name)
on behalf of the Contractor

Said
(Name)
on behalf of the Contractor

In the presence of :

In the presence of :

Name:

Name:

Address

Address

This form is included in the bid documents only for the information of the bidders. Only the successful bids will in due course be required to complete the form.



SECTION – 6

(Form of Bank Guarantee)



Section - 6

(Format of the Bank Guarantee Bond Against Earnest Money Deposit,
En cashable at branch of the bank in Jaipur City).

The Secretary,
Jaipur Development Authority
Jaipur.

Whereas Jaipur Development Authority through Executive Engineer ROB/RUB-II, (hereinafter called 'The Jaipur Development Authority') has called for tenders for execution of work "Construction of Underpass to connect the SMS Hospital & Trauma Centre (ITO) at Jaipur" estimated to cost Rs.(Rupees.....only) on (Date) or any extended date as per normal rules.

1. In consideration of Jaipur Development Authority having made such a stipulation in Rules and M/s(name of contractors) are desirous of depositing Earnest Money Rs. (Rupeesonly) in the form of Bank Guarantee as Earnest Money in order to participate in the tender for work abovementioned as per Rules and will be so permitted on production of a Bank Guarantee for Rs. (Rupees.....only) We.....(name and address of Bank) having Registered office hereinafter referred to as the Bank at the request of M/s Contractor (s), do hereby undertake to pay to Secretary, Jaipur Development Authority an amount not exceeding Rs./- (Rupeesonly) on demand.
2. We(name and address of bank)....., do hereby undertake to pay Rs./- (Rupees Only) The amount due and payable under this guarantee without any demur or delay, merely on a demand from Secretary, Jaipur Development Authority any such demand made on the bank by the Jaipur Development Authority shall be conclusive and payable by the Bank under the guarantee. The Bank Guarantee shall be completely at the disposal of Secretary, Jaipur Development Authority and We(name and address of bank)....., bound ourselves with all directions given by Jaipur Development Authority regarding this Bank Guarantee However our Liability under this guarantee shall be restricted to an amount not exceeding Rs./- (RupeesOnly).
3. We the(Name and address of Bank), undertake to pay Jaipur Development Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. Relating thereto our liability under these presents being absolute, unequivocal and unconditional.
4. We(Name and address of Bank), further agree with Jaipur Development Authority that the Jaipur Development Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the



Jaipur Development Authority against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Jaipur Development Authority or any indulgence by the Jaipur Development Authority or the said Contractor (s) or by any such matter or thing whatsoever which would but for this provision have effect of so relieving us.

5. The liability of us(Name and address of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
6. We(Name and address of Bank), lastly undertake not to revoke this guarantee except with the consent of Jaipur Development Authority in writing.
7. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Jaipur Development Authority. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
8. It shall not be necessary for Jaipur Development Authority to proceed against the contractor before proceeding against the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
9. That on demand of JDA , this Bank Guarantee is encashable at following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

If the last date of expiry of the Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

10. We(Name and address of Bank), undertake that the amount covered under the above Bank Guarantee shall be automatically be credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through IFSC Code No ICIC0006754, Bank Account No. 675401700518 on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in written for its release.
11. All claims under the guarantee will be payable at Jaipur.

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled' The BG Confirmation letter No is an integral part of the BG No.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

Validate

Print

Help

[Percentage BoQ](#)

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.

Contract No: EE(ROB/RUB-II/06 2016-17

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1.00	Cutting of trees, including cutting of trunks, branches and removal of stumps, roots, stacking of serviceable material with all lifts and up to a lead of 1000 mtrs and earth filling in the depression/pit to required compaction as per MoRT&H specification clause 201. (Measurment of girth to be done at height of 1 m above ground level)					
1.10	Girth from 600 mm to 900 mm	10.000	Each	1180.00	11800.00	INR Eleven Thousand Eight Hundred Only
1.20	Girth from 900 mm to 1800 mm	10.000	Each	1880.00	18800.00	INR Eighteen Thousand Eight Hundred Only
2.00	Dismantling of existing structures like culverts, bridges, retaining walls and other structure comprising of masonry, cement concrete, wood work, steel work, including T&P and scaffolding wherever necessary, sorting the dismantled material, disposal of unserviceable material and stacking the serviceable material with all lifts and lead of 50 metres as directed by Engineer.					
2.10	Prestressed /Reinforced cement concrete with separating, cleaning, straightening and cutting of bars	60.000	Cum	2200.00	132000.00	INR One Lakh Thirty Two Thousand Only
2.20	Dismantling Brick / Tile work In cement mortar	2400.300	Cum	249.00	597674.70	INR Five Lakh Ninety Seven Thousand Six Hundred & Seventy Four and Paise Seventy Only
3.00	Dismantling of flexible pavements and disposal of dismantled materials up to a lead of 50 metres, stacking serviceable and unserviceable materials separately as directed by Engineer.					
3.10	Bituminous courses	415.000	Cum	1020.00	423300.00	INR Four Lakh Twenty Three Thousand Three Hundred Only
3.20	Granular courses	933.750	Cum	682.00	636817.50	INR Six Lakh Thirty Six Thousand Eight Hundred & Seventeen and Paise Fifty Only
4.00	Dismantling kerb stone by manual means and disposal of dismantled material with all lifts and up to a lead of 1000 metre as per MoRT&H specification clause 202.	245.000	mtr	9.50	2327.50	INR Two Thousand Three Hundred & Twenty Seven and Paise Fifty Only
5.00	Dismantling of barbed wire fencing/ wire mesh fencing including posts, foundation concrete, back filling of pit by manual means including disposal of dismantled material with all lifts and up to a lead of 1000 metres, stacking serviceable material and unserviceable material separately as per MoRT&H specification clause 202.	20.000	mtr	47.50	950.00	INR Nine Hundred & Fifty Only
6.00	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	820.000	Sqm	23.50	19270.00	INR Nineteen Thousand Two Hundred & Seventy Only
7.00	Earth work in excavation in foundation, trenches etc. including dressing of sides and ramming of bottoms, including getting out the excavated material, refilling after laying pipe/foundation and disposal of surplus excavated material at a lead upto 50m suitable site as per direction of Engineer for following depths, below natural ground / Road top level.					

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.

Contract No: EE(ROB/RUB-II/06 2016-17

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
7.10	In all types soils/ saturated soil such as moorum, sand, sandy silt, clay, black cotton soil, kankar, etc. Depth upto 1.5 m	10649.708	Cum	169.00	1799800.65	INR Seventeen Lakh Ninety Nine Thousand Eight Hundred and Paise Sixty Five Only
7.20	Add extra for over all depth of excavation above 1.5 m and upto 3.0 m over item no 4.9.1.1	2460.630	Cum	25.50	62746.07	INR Sixty Two Thousand Seven Hundred & Forty Six and Paise Seven Only
7.30	Add extra for over all depth of excavation above 3.0 m and upto 4.5 m over item no 4.9.1.1	2453.910	Cum	54.50	133738.10	INR One Lakh Thirty Three Thousand Seven Hundred & Thirty Eight and Paise Ten Only
7.40	Add extra for over all depth of excavation above 4.5 m and upto 6.0 m over item no 4.9.1.1	1355.232	Cum	88.00	119260.42	INR One Lakh Nineteen Thousand Two Hundred & Sixty and Paise Forty Two Only
8.00	CARRIAGE OF MATERIALS (By Mechanical Means) Remarks : The rates will be applicable to net quantities after deduction of percentage for voids mentioned in the specification under subhead "Carriage of Materials" Carriage of Materials by mechanical transport including loading, unloading and stacking ::					
8.10	Earth Rate for Lead 5 Km	7962.682	Cum	88.98	708519.44	INR Seven Lakh Eight Thousand Five Hundred & Nineteen and Paise Forty Four Only
8.20	Stone, boulders, gravelly material Rate for Lead 5 Km	3749.050	Cum	83.74	313945.45	INR Three Lakh Thirteen Thousand Nine Hundred & Forty Five and Paise Forty Five Only
9.00	Providing, laying and compacting plain/ reinforced cement concrete of specified grade in foundation/ leveling course/ pile cap using concrete mixer and vibrator complete including cost of form work, as per drawing and technical specifications and as per clause 1100, 1500,1700,2100 of MoRT&H specification including all scaffolding material, labour, machinery.					
9.10	PCC Grade M -15	405.688	Cum	3840.00	1557841.92	INR Fifteen Lakh Fifty Seven Thousand Eight Hundred & Forty One and Paise Ninety Two Only
10.00	Bored cast-in-situ R.C.C. pile with design mix concrete using batching plant, transit mixer and concrete pump, excluding reinforcement complete as per drawing and technical specifications and removal of excavated earth with all lifts and lead upto 1000 m. as per clause 1100, 1600 & 1700 of MoRT&H Specification including all material, labour and machinery.					
10.10	750 mm dia pile RCC Grade M -30 (Design mix)	3312.000	Mtr	4570.00	15135840.00	INR One Crore Fifty One Lakh Thirty Five Thousand Eight Hundred & Forty Only
10.20	1000 mm dia pile RCC Grade M -35 (Design mix)	1275.000	Mtr	7640.00	9741000.00	INR Ninety Seven Lakh Forty One Thousand Only

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Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
11.00	Providing and laying TMT bar reinforcement at any level in foundation/ pile/ pile cap complete as per drawing and clause 1600 of MoRT&H Specification including all material, labour and machinery.	247.096	Tonne	64600.00	15962401.60	INR One Crore Fifty Nine Lakh Sixty Two Thousand Four Hundred & One and Paise Sixty Only
12.00	Plie load testing on single vertical piles in accordance with IS 2911 (Part IV) including installation of loading platform and preparation of pile head or construction of test cap and dismantling of test cap after test etc. complete as per direction of Engineer and as per clause 1100 of MoRT&H specification including all labour, material, machinery.					
12.10	Initial and routine vertical load test	1900.000	Tonne	303.00	575700.00	INR Five Lakh Seventy Five Thousand Seven Hundred Only
12.20	Lateral load test	190.000	Tonne	6050.00	1149500.00	INR Eleven Lakh Forty Nine Thousand Five Hundred Only
13.00	Non destructive Integrated testing of cast-in-situ pile using pile deriving analyzer or equivalent as detailed in specification and as approved by Engineer.	51.000	Each	1650.00	84150.00	INR Eighty Four Thousand One Hundred & Fifty Only
14.00	Providing and laying structural plain/ reinforced cement concrete (design mix) of specified grade in substructure at all levels using batching plant, transit mixer, concrete pump and vibrater including cost of form work complete as per drawing and clause 1500, 1700 and 2200 of MoRT&H specification including all scaffolding, material, labour, machinery etc.					
14.10	RCC Grade M -30	1168.564	Cum	5480.00	6403730.72	INR Sixty Four Lakh Three Thousand Seven Hundred & Thirty and Paise Seventy Two Only
15.00	Providing and laying structural reinforced/ prestressed cement concrete (design mix) of specified grade using batching plant, transit mixer, concrete pump and vibrater in superstructure at all levels including cost of steel form work complete as per clause 1500, 1600 and 1700 of MoRT&H specification including all scaffolding, material, labour, machinery etc.					
15.10	RCC/PSC Grade M -40 For solid slab superstructure	1107.030	Cum	6160.00	6819304.80	INR Sixty Eight Lakh Nineteen Thousand Three Hundred & Four and Paise Eighty Only
16.00	Supplying, fitting and placing TMT bar reinforcement in sub structure/ superstructure at all level complete as per drawing and clause 1600	170.611	Tonne	65700.00	11209142.70	INR One Crore Twelve Lakh Nine Thousand One Hundred & Forty Two and Paise Seventy Only
17.00	Tack Coat					
17.10	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.20 to 0.25 kg per sqm on the prepared bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	5902.500	Sqm	9.00	53122.50	INR Fifty Three Thousand One Hundred & Twenty Two and Paise Fifty Only

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17.20	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion distributor at the rate of 0.25 to 0.30 kg per sqm on the prepared dry and hungry bituminous surface cleaned with Hydraulic broom as per MoRD Specification Clause 503.	5587.500	Sqm	10.80	60345.00	INR Sixty Thousand Three Hundred & Forty Five Only
17.30	Providing and applying tack coat with Bitumen emulsion (RS-1) using emulsion pressure distributor at the rate of 0.30 to 0.35 kg per sqm on the prepared non-bituminous surfaces (cement concrete pavement) cleaned with Hydraulic broom as per MoRD Specification Clause 503.	1140.000	Sqm	12.60	14364.00	INR Fourteen Thousand Three Hundred & Sixty Four Only
18.00	Providing and laying dense graded bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tones per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT&H Specifications Clause 507 complete in all respects.					
18.10	for Grading II (19 mm nominal size) In MT	1040.316	MT	2722.50	2832260.31	INR Twenty Eight Lakh Thirty Two Thousand Two Hundred & Sixty and Paise Thirty One Only
19.00	Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRT & H Specifications Clause 509 complete in all respects					
19.10	for Grading-II (13 mm nominal size) Bitumen (VG-30)	782.198	MT	2934.00	2294968.93	INR Twenty Two Lakh Ninety Four Thousand Nine Hundred & Sixty Eight and Paise Ninety Three Only

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20.00	Providing and laying 25 mm thick bitumen mastic asphalt wearing course with paving grade bitumen meeting the requirements given in table 500-29 (including cost of anti-stripping compound wherever required) @ 14-17% (by weight) as per job mix formula, coarse aggregate as per Table 500-32, fine aggregate as per Table 500-31 and lime stone powder as filler, prepared by using mastic cooker and laid to required level and grade after cleaning the surface, including providing antiskid surface with bitumen precoated fine-grained hard stone chipping of 13.2 mm nominal size @ 0.005cum per 10 sqm and at an approximate spacing of 10 cm center to center in both directions, pressed into surface when the temperature of surfaces not less than 100 degree Centigrade, protruding 1 mm to 4 mm over mastic surface, all complete including all material, labour, machinery, lighting, guarding and maintenance of diversion complete as per clause 515 of MoRT&H specification.	1140.000	Sqm	544.00	620160.00	INR Six Lakh Twenty Thousand One Hundred & Sixty Only
21.00	Providing and laying cast-in-situ cement concrete M-20 grade kerb stone channel top and bottom width 115 and 165 mm respectively, 250mm high laid with kerb laying machine, on 150 mm thick PCC M-10 grade foundation (laid manually) as per design, including fixing at site as per clause 408 of MoRT&H Specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.					
21.10	Using Concrete Batching and Mixing Plant	1660.000	mtr	319.00	529540.00	INR Five Lakh Twenty Nine Thousand Five Hundred & Forty Only
22.00	Providing and fixing of precast concrete interlocking tiles of desired shape of M 30 grade manufactured from fully computerized automatic stationery hydraulic vibro pressed machine and fully computerized automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blocks be laid on average 50mm. thick bed of coarse sand and the joint is to be filled with fine sand. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of Engineer incharge. The rates to be inclusive of all lead & Lifts etc. complete as per specifications. Tensile splitting strength, abrasion and braking load etc. as per BS 6717:2001, Grey cement.					
22.10	60mm thick	1590.000	Sqm	479.00	761610.00	INR Seven Lakh Sixty One Thousand Six Hundred & Ten Only
23.00	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete:	21000.000	kg	74.50	1564500.00	INR Fifteen Lakh Sixty Four Thousand Five Hundred Only
24.00	Steel work welded in built up sections/ framed work including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.					

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24.10	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	1600.000	kg	88.50	141600.00	INR One Lakh Forty One Thousand Six Hundred Only
25.00	Add extra providing and placing in position 2 Nos. .6mm Ø M.S. bar at every third course of half brick masonry .	308.000	Sqm	66.60	20512.80	INR Twenty Thousand Five Hundred & Twelve and Paise Eighty Only
26.00	Providing, fixing, maintaining, shifting & refixing, barricading of minimum 2.0 mtr height at stipulated active site of the same project site, made with angle iron frame of 50x50x5mm and GI sheet of 0.63mm thick including primer painted initially, painting, lettering & border with reflective paint at the time of every shifing, traffic diversion arrangement, safety guard, suitable lightning arrangement during night, complete in all respect till completion of the project as per technical specification and direction of Engineer-In-charge and same shall be possessed by the contractor after completion of the Project. Payment under this item will be released (1) 50% At the time of Providing new barricading at the time of start of project at location and plan as approved by the Engineer & certification (2) 50% After completion of project including shifting re-erecting and maintaining the barricading in position, during entire construction tenure with requisite manpower /flagman etc. complete for guiding traffic and safety etc and dismantling after completion of project.	1200.000	Sqm	2650.00	3180000.00	INR Thirty One Lakh Eighty Thousand Only
27.00	Brick work with clay flyash F.P.S. brick (IS 13757- 1993) of class designation 75 in superstructure above plinth level upto floor five level in :					
27.10	Cement mortar 1 : 4 (1 cement : 4 coarse sand)	123.395	Cum	3345.30	412793.29	INR Four Lakh Twelve Thousand Seven Hundred & Ninety Three and Paise Twenty Nine Only
28.00	Half Brick work with mechanised autoclaved flyash lime bricks conforming to IS: 12894 :2002 of class designation 75 in superstructure above plinth level upto floor V level in.					
28.10	Cement mortar 1 : 4 (1 cement : 4 coarse sand)	308.000	Sqm	369.90	113929.20	INR One Lakh Thirteen Thousand Nine Hundred & Twenty Nine and Paise Twenty Only
29.00	Providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete.					
29.10	Jhunjhunu / Jalore (Red / Choclate Colour) 1501 Cm2 to 3600 Cm2 Tiles	300.000	Sqm	1905.30	571590.00	INR Five Lakh Seventy One Thousand Five Hundred & Ninety Only
29.20	Above 3601 Cm2 Slabs	1089.760	Sqm	2402.10	2617712.50	INR Twenty Six Lakh Seventeen Thousand Seven Hundred & Twelve and Paise Fifty Only

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Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
30.00	CEMENT PLASTER					
30.10	Plaster on new surface on walls in cement sand mortar 1:4 including racking of joints etc. complete fine finish : 20mm thick .	2840.545	Sqm	107.10	304222.37	INR Three Lakh Four Thousand Two Hundred & Twenty Two and Paise Thirty Seven Only
30.20	6 mm thick cement plaster to ceiling of mix 1:3 (1cement : 3-fine sand)	966.300	Sqm	67.50	65225.25	INR Sixty Five Thousand Two Hundred & Twenty Five and Paise Twenty Five Only
30.30	Extra for providing and mixing water proofing material in cement plaster work in proportion recommended by the manufacturers.	691.500	kg	27.00	18670.50	INR Eighteen Thousand Six Hundred & Seventy and Paise Fifty Only
31.00	ROUGH CAST PLASTER					
31.10	Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete	3806.850	Sqm	64.80	246683.88	INR Two Lakh Forty Six Thousand Six Hundred & Eighty Three and Paise Eighty Eight Only
32.00	FALSE CEILING Providing & fixing 12 mm thick tegular edge Glass Fibre Reinforced Gypsum False ceiling tiles of size 595 x 595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanized @ 170 gsm/sqm.) consisting of main “T” runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross “T” of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main “T” at 600mm center to center to form a grid of 1200x600 mm and secondary cross “T” of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.30 mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main “T” runners to be suspended from ceiling using GI slotted cleats fixed to ceiling suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanised level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre-painted with polyester paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge.	726.000	Sqm	893.70	648826.20	INR Six Lakh Forty Eight Thousand Eight Hundred & Twenty Six and Paise Twenty Only
33.00	Providing and laying Precast reinforced cement concrete Box culvert section of M-40 grade designed for 'AA' class loading as per IRC specifications including the effect of impact, EQ etc. complete on firm base of 200mm thick lean concrete of M-10 grade with aggregate of size 40mm nominal of following internal sizes. The work includes required safety measures, construction of drain for diversion of flowing water, cost of design of RCC Precast Box and its proof checking from IIT/MNIT Jaipur etc. complete in all respect as per specifications					

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33.10	Size 1.00 M x 1.25 M	200.000	mtr	13300.00	2660000.00	INR Twenty Six Lakh Sixty Thousand Only
34.00	Providing and fixing of reinforced Ferro-Cement drain covers designed for 'AA' class loading duly marked on cover with adequate steel reinforcement having thickness 75mm to 150mm anti corrosive bitumen painted M.S. plate , Rim and M.S. lifting hooks, Admixtures like plasticizer, bond improving compound, shrinkage, resistance compound, abrasion resistant complete as per approved design etc.					
34.10	Standard Size 1500x600mm for span 701 to 1200mm	18.750	Sqm	1500.00	28125.00	INR Twenty Eight Thousand One Hundred & Twenty Five Only
35.00	Providing and laying marking of center line and stop line etc with hot thermoplastic compound 2.5 mm thick on road/ plain surface, including reflectorising glass beads @ 250 gms per sqm area with special applicator machine, as per IRC:35 including cleaning the surface of all dirt, dust and other foreign matter, demarcation at site and traffic control involved. The finished surface to be level, uniform and free from streaks and holes as per clause 803 of MoRT&H Specification including all material, labour, machinery, lighting, guarding and maintenance of diversion.	290.550	Sqm	803.00	233311.65	INR Two Lakh Thirty Three Thousand Three Hundred & Eleven and Paise Sixty Five Only
36.00	Providing and fixing CAT’s eye made of aluminium alloy size 75x100x22mm having 21 biconvex lenses embedded in circular disk of AS plastic on each side on road surface complete including all material, labour, diversion.	498.000	Each	195.00	97110.00	INR Ninety Seven Thousand One Hundred & Ten Only
37.00	Providing and fixing of retro-reflectorised cautionary, mandatory and informatory sign as per IRC :67 made of encapsulated lens type reflective sheeting vide clause 801.3, fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post 3 metre long and size 75 mm x 75 mm x 6 mm firmly fixed to the ground by means of properly designed foundation with M15 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing including all material, labour.					
37.10	90 cm equilateral triangle	10.000	Each	4130.00	41300.00	INR Forty One Thousand Three Hundred Only
37.20	60 cm equilateral triangle	10.000	Each	2770.00	27700.00	INR Twenty Seven Thousand Seven Hundred Only
37.30	60 cm circular	10.000	Each	3660.00	36600.00	INR Thirty Six Thousand Six Hundred Only
37.40	80 mm x 60 mm rectangular	10.000	Each	5050.00	50500.00	INR Fifty Thousand Five Hundred Only
37.50	60 cm x 45 cm rectangular	10.000	Each	3570.00	35700.00	INR Thirty Five Thousand Seven Hundred Only
37.60	90 cm high octagon	10.000	Each	6390.00	63900.00	INR Sixty Three Thousand Nine Hundred Only

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Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
38.00	Supplying and installation of delineators (road way indicators, hazard markers, object markers), 80-100 cm high above ground level, painted black and white in 15 cm wide stripes, fitted with 80 x 100 mm rectangular or 75 mm dia circular reflectorised panels at the top, buried or pressed into the ground and confirming toIRC-79 and the drawings.	100.000	Each	1080.00	108000.00	INR One Lakh Eight Thousand Only
39.00	Supplying and fixing glow studs of size 100 X 20 mm made of heavy duty body moulded ASA (Acrylic styrene Acrylortrite) of ABS electronically welded micro prismatic lens with abrasion resistant coating. The glow stud shall support a load of 13635 kg. tested in accordance with ASTM D4280. The slope of retro-reflective surface shall be 35+/- 5 degree to base. The panels on both sides with at least 12 cm of reflective areas up each side. The luminance intensity should be as per the specefication and shall be tested as described in ASTM 1: 809 as recommended in BS : 873 part 4 : 1973 as per approved sample and make by the Engineer-in-charge with shunk.	100.000	Each	226.00	22600.00	INR Twenty Two Thousand Six Hundred Only
40.00	Providing and fixing “SWISS” type bollard 134cm height made out of 1.25mm thick M.S. sheet welded in conical section having upper dia 15cm and lower dia 20cm with another attachment of mandatory 7mm thick plate and fixed with the help of 7cm long, 30cm dia chrome plated MS tube, this part is fixed on the body with another attachment of a cap 30x7cm, whole body is painted in black stove enamel and mandatory plate in azure blue with one compulsory keep left arrow with 10mm border reflective strip each of 7.5cm on body complete in all respect including all material, labour, diversion.	100.000	Each	1480.00	148000.00	INR One Lakh Forty Eight Thousand Only
41.00	Providing and fixing SWISS type hazard marker made out of 2mm thick M.S. sheet size of box is 15x15cm with hold fast at bottom whole body is painted in white stoving enamel paint with white/ high intensity grade prismatic type sheeting on all four side complete in all respect including all material, labour, and diversion.	100.000	Each	679.00	67900.00	INR Sixty Seven Thousand Nine Hundred Only
42.00	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade					
42.10	New work (Two or more coats applied @ 1.43 ltr/ 10 sqm. over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	1016.400	Sqm	90.50	91984.20	INR Ninety One Thousand Nine Hundred & Eighty Four and Paise Twenty Only
43.00	Painting two coats on specified surface with synthetic enamel paint of approved brand and shade, after thorough cleaning and necessary filling to give even shade as per clause 803 of MoRT&H Specification including all material, labour.					
43.10	On new plastered concrete surface	2521.105	Sqm	83.00	209251.72	INR Two Lakh Nine Thousand Two Hundred & Fifty One and Paise Seventy One Only
43.20	On steel surface	2355.000	Sqm	66.50	156607.50	INR One Lakh Fifty Six Thousand Six Hundred & Seven and Paise Fifty Only

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44.00	Supplying and fixing rolling shutters of approved make, made of 80 x 1.25mm. M.S. laths interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including cost of spring hooks, providing and fixing necessary 25.3cm. long wire springs grade No. 2 and M.S. top cover 1.25mm thick for rolling shutters as per design & IS 6248- 1979. (Clear openable area to be measured for payment).	165.000	Sqm	1293.30	213394.50	INR Two Lakh Thirteen Thousand Three Hundred & Ninety Four and Paise Fifty Only
45.00	Providing & fixing ball bearing for rolling shutters	220.000	Each	377.10	82962.00	INR Eighty Two Thousand Nine Hundred & Sixty Two Only
46.00	WATER PROOFING TREATMENT Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer 3mm thick water proofing membrane, black finished reinforced with non-woven polyester matt consisting of a coat of bitumen primer for bitumen membran @ 0.40 ltr/sq.mt. by the same membrane manufacture of density at 25°C, 0.87-0.89 kg/ltr and viscosity 70-160 cps. Over the primer coat the layer of membrane shall be laid using Butane Torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under Joint strength in longitudinal and transverse direction at 23°C as 650/450N/5cm. Tear strength in longitudinal and transverse direction as 300/250N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto -2°C when tested in accordance with ASTM, D-5147. The laying of membrane shall be got done through the authorized applicator of the manufacturer of membrane. 3 mm thick	3615.290	Sqm	369.00	1334042.01	INR Thirteen Lakh Thirty Four Thousand & Forty Two and Paise One Only
46.10	Extra for covering top of membrane with Geotextile, 120gsm non woven, 100% polyester of thickness 1 to 1.25mm bonded to the membrane with intermittent touch by heating the membrane by Butane Torch as per manufactures recommendation.	3615.290	Sqm	36.90	133404.20	INR One Lakh Thirty Three Thousand Four Hundred & Four and Paise Twenty Only
47.00	SAND STONE FLOORING Random rubble dry stone Kharanja under floor.	160.425	Cum	581.40	93271.10	INR Ninety Three Thousand Two Hundred & Seventy One and Paise Ten Only
48.00	Providing GI binding wire in place of MS annealed binding wire for binding the reinforcement complete in all respect. (To be paid @ 6% of quantity of steel reinforcement that will be used at site).	347.293	MT	223.00	77446.34	INR Seventy Seven Thousand Four Hundred & Forty Six and Paise Thirty Four Only

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Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
49.00	Providing & fixing of colour coated trapezoidal profile sheet of 1015 mm supply cover width and 1072mm effective supply nominal 28.5 mm deep ribs with subtle square fluting in the five pan at nominal 200 mm centre-to-centre. The end rib shall be designed for anti-capillary action, to avoid any seepage of water through the lateral overlap. The feed material is manufactured out of nominal 0.50 mm Total Coated Thickness (TCT), Hi Tensile steel with min. 550 MPa yield strength, metallic hot dip coated with Aluminium-Zinc alloy (55% Aluminium, 45% Zinc) as per AS 1397 - Zinalume AZ150 (Min. 150 gms/sq.mt total on both sides) with Color bond steel quality paint coat. The paint shall have a total coating thickness of nominal 35 µm, comprising of nominal 20 µm exterior coat on top surface and nominal 5 µm reverse coat on back surface over nominal 5 µm primer coat on both surfaces of approved colour shade by the department. The steel sheet shall be fastened with nominal 40 µm zinc coated or nominal 25 µm zinc-tin alafety etc and dismantling after completion of project.	1220.000	Sqm	1123.00	1370060.00	INR Thirteen Lakh Seventy Thousand &Sixty Only
50.00	Add extra over crimping the surface of the trapezodial profile sheet to fit the shape of the truss work prepared for roofing including all cutting, overlapping etc.	1220.000	Sqm	165.00	201300.00	INR Two Lakh One Thousand Three Hundred Only
51.00	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge : Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent. Size above 3601 Cm2 Slabs	2396.297	Sqm	2690.00	6446038.93	INR Sixty Four Lakh Forty Six Thousand &Thirty Eight and Paise Ninety Three Only
52.00	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge : Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent. Size 1501 Cm2 to 3600 Cm2 Tiles	150.000	Sqm	2186.00	327900.00	INR Three Lakh Twenty Seven Thousand Nine Hundred Only

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Construction of Underpass to connect the SMS Hospital & Trauma Center (ITO) at Jaipur.

Contract No: EE(ROB/RUB-II/06 2016-17

Bidder Name :						
PRICE SCHEDULE						
Sl. No.	Item Description	Quantity	Units	Estimated Rate	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
53.00	Providing and fixing SS Pipe handrail of grade 304 made out from horizontal pipe of 63 mm dia 1.6 mm thick connected at 1500mm distance using pipe of 60 X 60 X 1.6 on top including required brackets, supports, hand rail end cover, self drilled screws, notices & all fittings & accessories of same grade with welding, grinding, buffing and polishing etc of railing complete as per design and drawing. The work to be completed in all respect as per design & direction of Engineer in charge.	659.600	Rmt	2055.00	1355478.00	INR Thirteen Lakh Fifty Five Thousand Four Hundred & Seventy Eight Only
54.00	SITC of radial / mixed flow submersible motor pump sets ISI marked (IS:8034-1989) of approved make with required accessories including making connection suitable for T.W./D.C.B./ Open well. The job includes lowering of riser pipe, G.I./ H.D.P.E. pipe with rope, cables, installation of complete fitting and accessories, jointing of electrical cables up to switch board. All labour for testing of submersible pumps set and supply of water to water mains, complete in all respect.					
54.10	100 mm diameter Submersible pump shall have following HP Rating, phase, Head, minimum Discharge respectively. 5.0 HP, 3-Ø, (55-150)Mtr, (166-60)LPM Complete Rate Group-I	2.000	Each	23184.00	46368.00	INR Forty Six Thousand Three Hundred & Sixty Eight Only
55.00	GALVANISED IRON PIPES P & F G.I. Pipes (External Work) with G.I. fittings excluding union (IS : 1239 Mark) including trenching & refilling earth etc. 100mm dia nominal bore 'B' Class	85.000	Mtr	684.00	58140.00	INR Fifty Eight Thousand One Hundred & Forty Only
56.00	Providing and laying of Filter media with granular materials/stone crushed aggregates satisfying the requirements laid down in clause 2504.2.2. of MoRT	126.000	Cum	1150.00	144900.00	INR One Lakh Forty Four Thousand Nine Hundred Only
Total in Figures					106655493.43	INR Ten Crore Sixty Six Lakh Fifty Five Thousand Four Hundred & Ninety Three and Paise Forty Three Only
Quoted Rate in Figures			Select		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				