

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल जे.एल.एन. मार्ग, जयपुर

क्रमांक: जविप्रा/अधि.अभि(प्रो-1)/2016-17/डी-194

दिनांक 24/05/2016

बिड संशोधन सूचना

बिड सूचना सं. 3/2016-17 दिनांक 06.05.2016 को Construction and repairing of road cut in zone Project 1 area, JDA, Jaipur के कार्य की निविदा ऑनलाईन पद्धति से आमंत्रित की गई है। जोकि दिनांक 06.06.16 तक बेची जाकर दिनांक 09.06.16 को ऑनलाईन पद्धति से खोली जानी है। उक्त निविदा DLP के अन्तर्गत है। निविदा की अन्य नियम शर्तें यथावत रहेगी।


22/5/2016

अधिशायी अभियंता (प्रोजेक्ट-1)

जविप्रा, जयपुर

To be deemed included in the bid document

ANNEXURE '1' : SPECIAL CONDITIONS OF CONTRACT REGARDING DEFECT LIABILITY PERIOD (DLP) FOR ROADS WORKS COSTING RS. 25.00 LACS AND MORE.

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be **three** years. Road 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 Road works and removal of defect during Defect Liability Period.
- 1.3 The word "Road Works" means all new Road Works construction, widening, strengthening, up-gradation and renewal works
- 1.4 The word "Maintenance of Road Works during Defect Liability Period" means
- (i) Routine maintenance of Road Works,
 - (ii) To remove the defect as & when appear in part and entire structure of Road Works, in specified time and keeping the Road Surface with good riding quality 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 Road works, including pavement, road side and cross drains including surface drains to the required standards and keep the entire road surface and structure in Defect free conditions during the entire period of routine maintenance, which begins at completion of the construction work and ends after **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 routine maintenance activities and their periodicity

S.No.	Name of Item/Activity	Frequency of operations in one year
1	Restoration of rain cuts and dressing of berms.	Once in a year, generally after rains.
2	Making up of shoulders.	As and when required.
3	Maintenance of Bituminous surface road and/or gravel road/WBM road including filling pot holes and patch repairs etc.	As and when required.
4	Insurance of proper functioning of drains including civil maintenance and desilting of drains. (If constructed by the same Road agency or not)	As and when required.

5	Maintenance of road signs. (If installed by the same Road agency)	Maintenance as and when required. Repainting <u>once in every one and half years.</u>
6	Road Marking, Kerb Stone / Dand. (If done by the same Road agency)	Thermoplastic Paint Maintenance as and when required. Repainting <u>once in every one and half years.</u> Ordinary Paint Maintenance as and when required. Repainting <u>thrice in every years.</u>
7	Damages beyond control of agency.	Road cuts made by various agencies for utility, duly permitted by JDA / JNN will have to be repaired by agency on the same rates of the contract agreement till DLP.

2. General

2.1 Inspection of works during Defect Liability Period

2.1.1 The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months in case of all Road works. The Engineer-in-charge can reduce this frequency in case of emergency. The Contracting agency shall forward to the Engineer-in-charge the record of inspection and rectification immediately after the joint inspection. The Contracting agency shall pay particulars attention on those road sections, which are likely to be damaged during rainy season.

2.1.2 One register has to be maintained by every A.En 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 Security Deposit will be release in the following stages after satisfactory performance certificate issued by Engineer-In-Charge :-

S.No.

- | | | |
|---|--------------------------------|----------------------------|
| 1 | After completion of one year | 20% of SD Amount |
| 2 | After completion of two year | 20% of SD Amount |
| 3 | After completion of Three year | Remaining 60% of SD Amount |

2.2.3 Forfeiture of SD

In case contracting agency fails to rectify the defects within stipulated period notified to him by the Engineer-in-charge concerned under contract

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

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 (P-1),
JDA, JAIPUR