

Jaipur Development Authority, Jaipur

No. JDA/EE (PHE-I)/2016/D- 583

Date:- 28.10.2016

Addendum No.1 under NIT No. 06/2016-17

Defects liability period The defect liability period shall be of 3 Years, from the date of the completion. The Contractor shall be responsible for satisfactory performance of the work under all design and operation conditions for the duration of the defects liability period, except for damage due to unprecedented natural calamities. In the case of delayed "Completion of Work" not caused by the Contractor, the defects liability period shall be extended accordingly and as per JDA office order no. JDA/Ex.En. (TA to Dir. Eng.-1)/2016/D-29 dated 11.03.16 (Annexure 'E').

Annexure E:

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

No. JDA/Ex.En. (TA to Dir. Engg.-1)/2016/D-29

Dated: 11/3/2016

Office Order

Subject: - DLP period for various type of works.

As per the decision taken in the 201st meeting of Executive Committee held on 23.02.2016 w.r.t. agenda no. 201:22, DLP period of various natures of works amounting more than Rs. 25 lakhs has been revised as per following time periods based on nature of works.

This order will supersede the earlier orders issued in this regard i.e. order No. JDA/TA to D(E)/2010-11/D-317 dated 28.04.2011 including Special Condition No. 2.2.2 & 2.2.3 of Annexure-I related to SD refund & forfeiture (other Special Condition of annexure-I of this order will remain valid) and order No. JDA/Ex.En.(Pr.-5 & TA)/2013/D-43 dated 27.02.2013 and also all pertaining orders, in contract agreements or in PWF&AR having DLP period different than what is being enforced through this present order for concerned type of work.

Table-I

S.No.	Type of Work	Existing DLP Period	As per approved in E.C. held on 23.02.2016
1.	Bridge Work	3 years	5 Years
2.	CD Work	3 years	5 Years
3.	CC Road, PQC Work	3 years	5 Years
4.	CC tiles/Kerbs/medians	3 years	5 years
5.	Drains	6 months	3 years
6.	Roads		
	(i) Two layer WBM/CSB	3 years	6 Months or one full rainy season whichever ever is later
	(ii) For Renewal/ Strengthening		
	(a) BT upto 30 mm thickness	3 years	1 year
	(b) BT above 30 mm to upto 40 mm	3 years	2 years
	(c) BT above 40 mm to upto 90 mm	3 years	3 years
	(d) ET Above 90 mm	3 years	5 years
	(iii) New Roads		
	(a) BT upto 90 mm	3 years	3 years
	(b) BT more than 90 mm	3 years	5 years
7.	Compound wall	6 months	3 years
8.	Buildings work		
	(i) Work pertaining to Sanitary works electrical works, joinery works and painting works.	6 months	2 years
	(ii) Work pertaining to Building structure and other civil works.	6 months	5 years
9.	Electric work except maintenance	6 months	3 years
10.	Sewer/Water supply all including STP and water supply related work except maintenance works.	6 months	3 years

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

Table-II

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 after 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.

Table-III

% Recovery on Withdrawal of DLP, of work order DLP period	1 year	2 year	3 year	4 year	5 year
1 year	1.12	-	-	-	-
2 year	2.55	1.43	-	-	-
3 year	4.38	3.26	1.83	-	-
5 year	9	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.

This order shall come in force with immediate effect and will be applicable on all new works whose NIB is to be called.

Sd/-
Director (Engineering-I)
JDA, Jaipur

Copy to following for information and necessary action:-

1. PS to IDC, JDA, Jaipur.
2. PS to Secretary, JDA, Jaipur.
3. Director Engineer I/II, JDA, Jaipur.
4. Director (Fin.), JDA, Jaipur.
5. C.F, JDA, Jaipur.
6. All Add. Chief Engineers, JDA, Jaipur.
7. All Superintendent Engineers, JDA, Jaipur.
8. OSD (RM), JDA, Jaipur.
9. Additional Director (REV.&DP.)
10. CAO (P&A) JDA, Jaipur.
11. Sr. Horticulturist, JDA, Jaipur
12. All Executive Engineer, JDA, Jaipur.
13. DD (E&B) JDA, Jaipur.
14. All AOs, JDA, Jaipur.
15. All AAOs, JDA, Jaipur.
16. System Analyst
17. All Contractors' Association, JDA, Jaipur.
18. Guard file

Sd/-
S.E. & TA to Dir. (Engg-I)
JDA, Jaipur

General Conditions of Contract

(Appendix XI of PWF & AR. Govt. of Rajasthan effective up to date shall be applicable)

Executive Engineer (PHE-I)
JDA, Jaipur