

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Engineering Procurement and Construction (EPC)

Bid Document

For

“Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis”

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BIDDING DOCUMENT

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VOLUME – I (TECHNICAL BID)

Section I A :- NIB & Details

Section I B :- Disclaimer

PART I - BIDDING PROCEDURES

Section II - Instructions to Bidders (ITB)

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract.

Section III - Bid Data Sheet (BDS)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I - Instructions to Bidders.

Section IV - Evaluation and Qualification Criteria (EQC)

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

PART II - REQUIREMENTS

Section V A–Procuring Entity’s Requirement (PER)

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

Section V B–Feasibility Study Report (FSR)

This Section contains the main outcome of feasibility study report given by Architect.

PART III - CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VI A - General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts.

Section VI B - Special Conditions of Contract (SCC)

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Section VI C - Contract Forms (COF)

This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security, Advance Payment Security, when required, Tripartite Agreement shall only be completed by the successful Bidder after contract award.

Section VI D – Drawings

This Section contains GAD & drawings. These drawings are only for reference purpose.

VOLUME-I

(TECHNICAL BID)

SECTION - I A
NIB & DETAIL

NOTICE INVITING BID

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि. ट्रैफिक वर्क्स-II / 2022-23 / बी- 18

दिनांक: 29/9/2022

बिड आमंत्रण सूचना

बिड संख्या-अधि.अभि. ट्रैफिक वर्क्स-II/02/22-23

जयपुर विकास प्राधिकरण, अधिराणी अभियंता, ट्रैफिक वर्क्स-II द्वारा "Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering, Procurement and Construction (EPC) basis" राशि रु 150.00 करोड़ की निविदा दिनांक 29.10.2022 सायंकाल 6.00 बजे तक ऑनलाईन आमंत्रित की जाती है। विस्तृत विवरण जो कि निविदा प्रपत्र में उपलब्ध है, अधोहस्तासहकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल www.sppp.raj.nic.in/www.eproc.rajasthan.gov.in एवं जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर देखी जा सकती है।

निविदा दाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाइट www.jda.urban.rajasthan.gov.in पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑनलाईन ही देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
2. ऑनलाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल www.eproc.rajasthan.gov.in पर पंजीकृत हो।

अधिराणी अभियंता- ट्रैफिक वर्क्स-II
जविप्रा, जयपुर

For Publication in News Paper

JAIPUR DEVELOPMENT AUTHORITY

Room No. CCC-FF-106, Citizen Care Building, Bani Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur - 302004
Telephone: +91-141-2569996, e-mail: sarjoo@jda.gov.in; M. No. 9530299903

No: **JDA/EE-TW-II/2022-23/D-18**

Dated: 29/9/2022

NOTICE INVITING BID

NIB No. : **EE-TW-II/02/2022-23**

Online bids are invited up-to 6.00 PM for the work of "Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering, Procurement and Construction (EPC) basis" of Rs. 150.00 Crore. The last date for applying bid and making online payment on JDA portal is up to 6.00 PM dated 29.10.2022 Details may be seen in the bidding document at our office or the web site of State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and 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 for participating in the Bid, the Bidder has to apply for the bid and pay the bidding document fee, RISL processing fee online only. The bid security may be deposited through online or bank guarantee (BG).
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e- Bid submission.


Executive Engineer-Traffic Works-II
JDA, Jaipur

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Room No. CCC-FF-106, Ram Kishore Vyas Bhavan, Indira Circle, Jawaharlal Nehru Marg, Jaipur – 302004

Telephone: +91-141-2569696 Email:- :sanjeevan.jain@gmail.com

No: - JDA/EE/Traffic Works II/2022-23/D-

Dated:

NIB No. : JDA/EE/Traffic II/02/2022-23

Name & Address of the Procuring Entity	➤ Name :Executive Engineer (Traffic Works-II), Jaipur Development Authority ➤ Address : Room No. 106, 1st floor, Citizen Care Center Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004 (Rajasthan) ➤ Email : sanjeevan.jain@gmail.com
Subject Matter of Procurement	Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis. Job No. JDA/EE TR Works-II/A&F/2022-2023/Jun/070 Date : 08/06/2022
Bid Procedure	➤ EPC Mode, Two Envelope System; open competitive bidding as per e-Bid procedure at http://eproc.rajastha.gov.in
Bid evaluation Criteria (Selection Method)	➤ L1 (eg. Least Cost based Selection (LCBS)-L1)
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤ Websites: www.sppp.rajasthan.gov.in,www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
Website for online Bid application participation and payment *	➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, ➤ Online only. ○ Bidding document fee: Rs. 15000/- Rupees (Fifteen Thousand Only) ○ RISL Processing Fee: Rs. 1000/- (Rupees One Thousand Only) ➤ Online/Bank Guarantee ○ Bid Security Deposit (BSD) as detailed below.
Estimated Procurement Cost	INR 150.00 Cr (One Fifty crore only)
Bid Security Deposit	➤ EMD shall be @ 2% of estimated procurement cost i.e. Rs. 3.00 crore for the bidder registered in AA class category in or equivalent in other departments /PSUs/private or may

	be a private entity registered under companies act or other relevant acts as applicable or 0.5% of estimated procurement cost i.e. Rs. 75.00 Lakhs for bidder registered in AA class in JDA. ➤ Bid Security deposit can be deposited either online or in the form of Bank Guarantee in favour of Secretary, JDA, Jaipur payable at Jaipur. The bidder will provide details of BG No., issue date, expiring date etc on online tendering system of JDA. ➤ A copy of this BG is to be attached with the document during uploading.
Date/Time/Place of Pre-Bid	➤ 10.10.2022 at 12.00 PM in "Manthan", Second Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, JDA Campus, Jaipur
Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	➤ Start Date: 30.09.2022 at 9.30 AM ➤ End Date : 29.10.2022 at 06.00 PM ➤ In case EMD in form BG, Original Bank Guarantee is to be physically submitted in Room No NB-III, 215-E of DD (E&B), Jaipur Development Authority by to 02-11-2022 up to 6.00 PM
Bid Submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	➤ Start Date: 30.09.2022 at 9.30 AM ➤ End Date : 29.10.2022 at 06.00 PM
Date/Time/Place of Technical Bid Opening	• 03.11.2022 at 11.00 AM in Room No. 106, 1st floor, Citizen Care Centre Building, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
Date/Time/Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders on E-proc portal. Room No. 106, 1st floor, Citizen Care Centre Building, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (Rajasthan)
Bid Validity	➤ 120 days from the bid submission deadline
Completion period of work	➤ 12 Months
Job No	JDA/EE-TR-Works-II/A&F/2022-2023/Jun/070 Date : 08/06/2022 for Rs.150.80 Crores
A. The details of the project is as below: ➤ Construction of steel bridge with high tensile suspended cable with Median, Crash barrier, Railing etc. ➤ Construction of pedestrian underpass crossing with art work on both side ➤ Dismantling and reconstruction of road with street amenities like Median, Walkway, Dustbin, Junction railing, Bollard, Bus bay etc. ➤ Construction of Two rotary with sculpture ➤ Lighting and illumination of Street light, Illumination under bridge, Illumination of pedestrian	

underpass etc.

- Underground services
- Road marking & Signage
- Horticulture in Median, Traffic island etc.
- CCTV/ surveillance and smart city operation
- Storm water management & drainage
- And all other development works with 10 year O&M at OTS crossing, JLN marg, Jaipur on EPC Mode.

B. Payment Options:

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 in favor of Secretary JDA, Jaipur payable at Jaipur

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.

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.

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. The payment may be made through RTGS / NEFT / Transfer in Bank Account Number **675401700586** IFSC Code **ICIC0006754** of ICICI BANK Limited, JDA Campus Jaipur.

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.

C. 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 (authorized 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, Safecrypt, 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 (Traffic-II)
Jaipur Development Authority,
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 <https://service.jaipurjda.org/etender#no-back-button>
To participate in the bid, bidder has to be:

1. Registered on JDA website <https://service.jaipurjda.org/etender#no-back-button> 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 (Earnest Money), online only.

2. Registered one-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 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 being 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** given below. 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 <https://service.jaipurjda.org/etender#no-back-button>.

Annexure

Bidder has to submitted as proof of deposited amount against the Bid on e-Procurement 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 e Proc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

SCHEDULE AND SPECIFICATIONS

Name of Work:- Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis.

1.	NIB No.	:	JDA/EE/Traffic Works-II/02/2022-23
2.	Approximate cost	:	INR 150.00 Cr (One Fifty crore only)
3.	Cost of the bid document	:	Rs 15000/-. The Bidders are required to submit Bid security, cost of Bid documents, Bid processing fees through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected.
4.	Bid Processing fees	:	Rs 1000/- (In favour of M.D. R.I.S.L., Jaipur.)
5.	Earnest Money/Bid Security deposit (In favour of Secretary, JDA, Jaipur payable at Jaipur)	:	➤ EMD shall be @ 2% of estimated procurement cost i.e. Rs. 3.00 crore for the bidder registered in AA class category or equivalent in other departments /PSUs/private or may be a private entity registered under companies act or other relevant acts as applicable or 0.5% of estimated procurement cost i.e. Rs. 75.00 Lakhs for bidder registered in AA class in JDA. ➤ Bid Security deposit can be deposited either online or in the form of Bank Guarantee in favour of Secretary, JDA, Jaipur payable at Jaipur. The bidder will provide details of BG No., issue date, expiring date etc on online tendering system of JDA. A copy of this BG is to be attached with the document during uploading.
6.	Date/time/place of Pre-Bid	:	10.10.2022 at 12.00 PM in "Manthan", Second Floor, Main Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, JDA Campus, Jaipur
7.	Applying bid and making online payment on JDA portal	:	➤ Start Date: 30.09.2022 at 9.30 AM ➤ End Date : 29.10.2022 at 06.00 PM

	(www.jda.urban.rajasthan.gov.in)		In case EMD in form BG, Original Bank Guarantee is to be physically submitted in Room No NB-III, 215E of DD (E&B), Jaipur Development Authority by to 02-11-2022 up to 6.00 PM
8.	Bid submission on e-procurement portal of GOR (www.eproc.rajasthan.gov.in)	:	➤ Start Date: 30.09.2022 at 9.30 AM ➤ End Date : 29.10.2022 at 06.00 PM
9.	Date/ Time/ Place of Technical Bid Opening	:	03.11.2022 at 11.00 AM in Room No. 106, 1st floor, Citizen Care Center, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
10.	Date/ Time/ Place of Financial Bid Opening	:	Will be intimated later to the technically qualified bidders on E-proc portal. Room No. 106, 1st floor, Citizen Care Center, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
11.	Bid Validity	:	120 days from the bid submission deadline
13	Completion period of work	:	12 Months

SCHEDULE – A: INFORMATION USEFUL FOR THE BIDDERS:

The bidder should see the site and fully understand the conditions of the site before tendering and include all leads, lift etc. This work is on EPC mode and bidder should quote his rate on lump-sum basis. The work shall be carried out in accordance with the relevant Manual and drawings submitted by contractor duly approved by Engineer-In-Charge and to the entire satisfaction of the Engineer-In-Charge of the work.

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 – B: LIST OF THE DRAWING:

Conceptual drawings for reference purpose only enclosed with this Bid document.

SCHEDULE – C: LIST OF THE DRAWING TO BE SUPPLIED BY THE BIDDER:

- A. The successful bidder has to submit at least three conceptual plans for the project before the JDA committee and the committee reserves the right for approval of plan.
- B. The successful bidder has to submit the planning and working drawings of approved plan and finally to be vetted from MNIT or IIT at his own cost. The structural designs should be prepared using latest software's. The same will need approval by JDA before execution.
- C. The successful bidder must note that all activities related to project must be completed within 12 months of stipulated period.

SCHEDULE - D: TEST OF THE MATERIALS:

The testing of the materials and workmanship shall be conducted by the JDA staff as per prescribed norms. The result of such tests should confirm to the standards and specifications. Qualified personnel as required duly approved by JDA shall have to be engaged at site by the

contractor at his cost. The JDA 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 bidder 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 time limit.

SCHEDULE – G: NIL

SCHEDULE – H: SPECIAL CONDITION:

Attached separately with the bid document.

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

NIL

SCHEDULE – J: COST OF BID DOCUMENTS & PROCESSING FEES.

Date of submission of Bid Cost, Process Cost from 30.09.2022 to 29.10.2022 up to 6.00 PM through online payment after registering with JDA on www.jda.urban.rajasthan.gov.in/e-services/e-tender portal. There should be a gap 3 working days between End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of such fees the bid of respective bidder will be considered as non-responsive and shall be rejected. If a bidder opt bid security to be deposited through bank guarantee, the bank guarantee should be valid for next 09 months after the bid opening date. A copy of the such bank guarantee will be required to be attached with the bid submission document uploaded on E-procurement portal of GOR. The bank guarantee in original will be physically handed over upto prescribed time to Nodal officer of on-line tendering system of JDA i.e. Deputy Director (E&B) in room No. MB-SF 139A main building, JLN Marg, JDA, Jaipur, as per specified in bid documents (However as per Govt. order only Bid declaration is to be submitted as detailed in document).

**Signature of the Bidder
With full Address**

**Executive Engineer (Traffic-II)
JDA, Jaipur.**

SECTION - I B
DISCLAIMER

DISCLAIMER

The participating bidders are informed through sale of Bidding Documents and under disclaimer of bid documents, Volume-I as under:-

- a. The interested bidder should make its own independent assessment and seek its own professional, technical, financial and legal advice.
- b. The information provided in the bid documents has been prepared in good faith; it is not and does not purport to be comprehensive or to have been independently verified. Neither JDA, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating of the proposed interior work, or makes any representation or warranty, express or implied, with respect to any written or oral information made or to be made available of any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- c. The information contained in the bid documents is selective and is subject to updating, expansion, revision and amendment that a recipient may require. Neither JDA nor any of its officers, employees, nor any of its advisors nor consultant undertakes to provide any recipient with access to any additional information or to update the information in bid documents or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in bid documents or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in bid documents or to correct any inaccuracies therein that may contain in bid documents and is advised to carry its own investigation into the proposed interior work, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation, consequences of entering into any agreement or arrangement relating to the proposed work.
- d. The bid documents include certain statements, estimates, targets and forecast with respect to the proposed work. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of JDA, which assumptions (and the base formation on which they are made) may or may not prove to be correct. No representation or warranty is given as the reasonableness of forecasts or the assumptions on which they may be based and nothing in bid documents is, or should be relief on as, a promise, representation or warranty. The estimate provided with the bid document is only for reference purpose. Actual assessment of cost for the work shall be carried out by participating bidder before online submission of bid.

Signature of the Bidder
With full Address

Executive Engineer (Traffic-II)
JDA, Jaipur

SECTION - II
INSTRUCTION TO BIDDERS (ITB)

SECTION-II : INSTRUCTION TO BIDDERS (ITB)

Important Instruction: - The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” and modified thereof from time to time [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1.	<u>General -</u>		
	1.1 Scope of Bid		In support of the Invitation to Bid the Procuring Entity issues this Bidding Document for the procurement of works as named and as Specified in the bid documents.
	1.2 Interpretation		Throughout this Bidding Document: (a) The term “in writing” means communicated in written Form through letter, fax, e-mail etc. with proof of receipt. (b) If the context so requires, singular means plural and Vice versa; and “Day” means calendar day.
	1.3 Code of Integrity	1.3.1	Any person participating in the procurement process shall: - i. 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; ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. Not indulge in any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process; iv. Not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. 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; vi. Not obstruct any investigation or audit of a procurement process; vii. Disclose conflict of interest, if any; and viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years.
		1.3.2	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. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to: have controlling partners/ shareholders in common; or receive or have received any direct or in direct subsidy from any of them; or have the same legal representative for purposes of this Bid; or 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 this bidding process; or The Bidder participates in more than one Bid in this 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 the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the Bid; or The Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/ consultant for the Contract.
		1.3.3	The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid.
		1.3.4	Breach of Code of Integrity by the Bidder: - Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
	1.4 Eligible Bidders	1.4.1	As per NIB, Technical Criteria Clause 2
		1.4.2	JOINT VENTURE: Not allowed
		1.4.3	A Bidder shall have the nationality of India. A Bidder shall be deemed to have nationality of a country if the Bidder is a citizen or constituted or incorporated, and operates in conformity with the provisions of the Laws of that country. This criterion shall also apply to the determination of the nationality of proposed Sub-Contractors or suppliers for any

			part of the Contract including related services
		1.4.4	A Bidder should not have a conflict of interest in the procurement in question as stated in the RTPP Rule 2013, Section 81 and this Bidding document.
		1.4.5	A Bidder debarred under section 46 of the RTPP Act 2012 shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government.
		1.4.6	The Bidder must be a registered contractor in appropriate class with the Department/ Organization or any other Department/ Organization. He shall furnish necessary proof for the same. PSU/ Private entity registered under Companies Act or any other relevant act can participate in tender.
		1.4.7	(i) Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc. from any liability under the Contract. (ii) No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract. (iii) The status of the bidder shall not change without the consent of the Procuring Entity.
		1.4.8	Each Bidder shall submit only one Bid
		1.4.9	Bidder should be registered under the GST Act and submit the proof of registration before signing the Contract agreement. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.
2	<u>BID DOCUMENT -</u>		
	2.1 Sections of the Bidding Document	2.1.1	The Bidding Document consists of six sections in two volumes. VOLUME – I – Technical Bid Section I A - NIB, Subsequent Corrigendum & Detail Section I B - Disclaimer Part I - Bidding Procedures Section II - Instructions to Bidders (ITB) Section III - Bid Data Sheet (BDS)

		Section IV - Evaluation and Qualification Criteria (EQC) Part II - Requirements Section V A–Procuring Entity’s Requirement (PER) Section V B–Feasibility Study Report (FSR) Part III - Conditions of Contract and Contract Forms Section VI A - General Conditions of Contract (GCC) Section VI B - Special Conditions of Contract (SCC) Section VI C - Contract Forms (COF) Section VI D – Drawings VOLUME – II – Financial Bid
	2.1.2	The Invitation for Bids (NIB) issued by the Procuring Entity is also part of the Bidding Document.
	2.1.3	The Bidding Document shall be uploaded on the e- procurement portal, eproc.raj.nic.in along with the Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal, sppp.raj.nic.in. The prospective Bidders may download the bidding document from these portals. The price of the Bidding Document and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in NIB and e-procurement portal.
	2.1.4	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal
	2.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in the rejection of the Bid.
2.2 Clarification of Bidding Document and Pre-Bid Meeting	2.2.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc. of the Works and Related Services to be provided. If any Bidder has any Doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond to all raised queries in pre bid meeting. Minutes of pre bid meeting shall be uploaded on the e-procurement portal, state public procurement portal and shall be sent to all bidders who will

			participating in pre bid meeting prior to the dead line of submission of bids as specified in ITB Clause 4.2, sub-clause 4.2.1 [Deadline for Submission of Bids]. The pre bid minutes issued by procurement entity shall then become part of the bid document/ agreement and shall read as addendum to bid document.
		2.2.2	The Bidder or his authorized representative may attend the pre bid meeting on the specified date and time as mentioned in NIB. The purpose of pre bid meeting will be to clarify issues and to answer question on any matter related to this procurement that may be raised. If required, site visit may be arranged by the procuring entity.
		2.2.3	The Bidder is requested to submit queries in writing during pre-bid meeting so that it may be suitably addressed
		2.2.4	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document
		2.2.5	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
	2.3 Amendment of Bidding Document	2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.
		2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids.
	3 Preparation of Bids -		
	3.1 Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the scanned attested copies of following documents with its Bid: - i. Valid registration certificate with the Registrar of Firms. Power of Attorney for signing/submitting the Bid, authorizing him to represent the firm. ii. GST registration certificate and Permanent Account Number (PAN) given by the Income Tax Department. iii. Address of residence and office, telephone numbers, e-mail address Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or

			registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid.
3.2 Language of Bid	3.2.1		The Bid, as well as all correspondence and documents relating to the Bid between Bidder and the Procuring Entity, shall be written in English/ Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi in which case, for purposes of interpretation of the Bid, such translation shall govern
3.3 Documents Comprising the Bid	3.3.1		The bidders shall submit the bid online with all pages numbered serially and by giving index of submissions. Bid should be submitted as follows : (a) Two-envelope system would be adopted. Envelope-1 being for Technical Bid and Envelope - 2 being for Financial Bid. On E-Bid procedure at http://eproc.rajastha.gov.in (b) The technical bid will be opened only of those bidders whose proper Tender Document Fee ,RISL Processing Fee, Bid Security (Earnest money), GST certificate, Copy of PAN Card and copy of registration of contractor in required category are found to be in order.
	3.3.2		The Technical Bid shall contain the following: - Technical Bid Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid; - Proof of payment of price of Bidding Document, processing fee, Bid Security, in accordance with ITB Clause 3.10; - Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; - Documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; - Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; - The Notice Inviting Bids; - Any other document required in the BDS; and - Others considered necessary to strengthen the Bid submitted.
	3.3.3		The Financial Bid/ Price Proposal shall contain the following:

			Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5; Any other document required in the Bid documents.
3.4 Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the Bid Submission Sheets provided. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.	
	3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms	
3.5 Bid Prices	3.5.1	Total Price which the Bidder wants to charge for the entire works will be inclusive of all contingencies, applicable taxes and current applicable GST in accordance with drawings and specifications shall be quoted (in figures and words) by the Bidder. The quoted amount shall be specified in the financial bid in words and figures in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works. In case there is any change in GST rates in future on higher side w.r.t to the present applicable GST rate, than difference w.r.t to present applicable GST rate shall be payable to the bidder. In case of reduction of GST rates in future w.r.t present applicable GST rate than recovery of difference of GST rate w.r.t present applicable GST rate shall be made by JDA.	
	3.5.2	Prices quoted by the Bidder shall be fixed during the execution of the work and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.	
	3.5.3	All duties, applicable taxes and other levies including GST, time to time imposed by the Govt. are to be borne by the Bidder under the contract which shall be deemed to be included in the rates quoted	
3.6 Currencies of Bid	3.6.1	The rates quoted by the Bidder shall be in Indian Rupees. All payments shall be made in Indian Rupees only.	

	3.7 Documents Establishing the Eligibility of the Bidder	3.7.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form.
	3.8 Documents Establishing the Qualifications of the Bidder	3.8.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the documentary evidence indicated for each qualification criteria specified the Bid Document.
	3.9 Period of Validity of Bids	3.9.1	Bids shall remain valid for 120 days after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive
		3.9.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security in accordance with ITB Clause 3.10 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
	3.10 Bid Security	3.10.1	The Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS.
		3.10.2	Bid Security shall be as specified in the NIB
		3.10.3	Bid Security Deposit can be deposited either Online or in the form of Bank Guarantee in favor of Secretary JDA, Jaipur payable at Jaipur. The bidder will provide details of BG viz No., Issue date, Expiring date etc., on Online tendering system of JDA.
		3.10.4	Scanned copy of Bid Security instrument shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security shall be liable to be rejected.
		3.10.5	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		3.10.6	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid

			Security, must be acceptable to the Procuring Entity.
		3.10.7	Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.10.3. The Procuring Entity shall respond promptly to such a request.
		3.10.8	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		3.10.9	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
		3.10.10	The Bid Security taken from a Bidder shall be forfeited in the following cases namely :- (a) When the Bidder withdraws, or modifies his Bid after opening of Bids; or (b) When the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or (c) When the Bidder fails to commence the Works as per Work Order within the time specified; or (d) If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or (e) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors].
		3.10.11	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		3.10.12	The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely: - (a) The expiry of validity of Bid Security;

			(b) The execution of agreement for procurement and Performance Security is furnished by the successful bidder; (c) The cancellation of the procurement process; Or The withdrawal of Bid prior to the deadline for presenting Bids, unless the Bidding Document stipulates that no such withdrawal is permitted.
	3.11 Format and Signing of Bid	3.11.1	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorized signatory on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to the Bid.
4	<u>Submission and Opening of Bids</u>		
	4.1 Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, www.eproc.rajasthan.gov.in . In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal
		4.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be enclosed in third cover. The price of Bidding Document and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.
	4.2 Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only up to the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.
	4.3 Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal. A written Withdrawal/ Substitutions/ Modifications etc. Notice on the e- procurement portal, duly digitally signed by the Bidder or his authorized representative, and shall include a copy of the authorization in accordance with ITB Sub- Clause 3.11.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].
		4.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.9. [Period of Validity of Bids] or any extension thereof.

	4.4 Bid Opening	4.4.1	The electronic Technical Bids shall be opened by the Bid opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorized representatives, who choose to be present.
		4.4.2	The Bidders may choose to witness the electronic Bid opening procedure online.
		4.4.3	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids.
		4.4.4	The Bid opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		4.4.5	First, covers marked as "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorization, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened. Next, covers containing Scanned copy of online payments and registration certificate shall be opened, read out, and recorded. Next, covers marked as "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 4.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at Bid opening

			Covers marked as “MODIFICATION Technical Bid” shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 4.4.4.
		4.4.6	All other covers containing the Technical Bids shall be opened one at a time and the following read out the name of the Bidder, whether there is a modification or substitution; whether proof of payment of Bid Security or Bid Securing Declaration, if required, payment of price of the Bidding Document and processing fee have been enclosed Any other details as the Bids opening committee may consider appropriate
		4.4.7	After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page and other important papers of each Bid by the members of the Bids opening committee. Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except Alternative Bids (if not permitted) and Bids not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.
		4.4.8	The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, or alternative offer (if they were permitted), any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		4.4.9	After completion of the evaluation of the Technical Bids, the Procuring Entity shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated in writing by the Procuring Entity. Bidders shall be given reasonable

			notice of the opening of Financial Bids.
		4.4.10	The Procuring Entity shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive and not qualified in accordance with the requirements of the Bidding Document
		4.4.11	The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.4.12	All covers containing the Financial Bids shall be opened at the time & date and the following read out and recorded- the name of the Bidder; whether there is a modification or substitution; the Bid Prices; any other details as the Bids opening committee may consider appropriate After all the Bids have been opened, their hard copies shall be printed and shall be initialed and dated on the first page of each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters, Bill of Quantities if any, attached shall be initialed and dated by the members of the committee. Key information shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.
		4.1.13	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
5.	<u>Evaluation and Comparison of Bids</u>		
	5.1 Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may be resulting in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and

			the Rules.
5.2 Clarification of Technical or Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.	
	5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.	
	5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.	
	5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.	
5.3 Deviations, Reservations and Omissions in Technical or Financial Bids	5.3.1	During the evaluation of Technical or Financial Bids, the following definitions apply: i.) "Deviation" is a departure from the requirements specified in the Bidding Document; ii.) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii.) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.	
5.4 Nonmaterial Non-conformities in Technical or Financial Bids	5.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any non-conformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.	
	5.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.	
5.5 Correction of Arithmetical	5.5.1	Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical	

	Errors in Financial Bid		errors during evaluation of Financial Bid 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.
		5.5.2	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.
	5.6 Preliminary Examination of Technical or Financial Bids	5.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.
		5.6.2	The Procuring Entity shall confirm, following the opening of the Technical or Financial Bids, that the following documents and information have been provided: i. Bid is signed, as per the requirements listed in the Bidding documents; ii. Bid has been sealed as per instructions provided in the Bidding documents; iii. Bid is valid for the period, specified in the Bidding documents; iv. Bid is accompanied by Bid Security or Bid securing declaration; v. Bid is unconditional and the Bidder has agreed to give the required performance Security; vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules];

			vii. Written confirmation of authorization to commit the Bidder; viii. Declaration by the bidder as specified in the bid document; and ix. Other conditions, as specified in the Bidding Document are fulfilled.
	5.7 Responsiveness of Technical or Financial Bids	5.7.1	The Procuring Entity's determination of the Responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].
		5.7.2	A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Bidding Document. A material deviation, reservation, or omission is one that: if accepted, would- i. Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in BID, Schedule of Supply; or limits in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or ii. If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		5.7.3	The Procuring Entity shall examine the technical aspects of the Bid in particular, to confirm that requirements of relevant sections, Procuring Entity's Requirements have been met without any material Deviation, reservation, or omission.
		5.7.4	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by Correction of the material deviation, reservation, or omissions.
	5.8 Examination of Terms and Conditions of the Technical or Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the NIB, GCC, SCC and feasibility report have been accepted by the Bidder without any material deviation or reservation.
		5.8.3	The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in Section IV [Procuring Entity's Requirements] of the Bidding Document and all amendments or changes requested by the Procuring Entity in accordance with ITB clause 2.3 [Amendment of Bidding Document] have been met without any material deviation or

			reservation.
	5.9 Evaluation of Qualification of Bidders in Technical Bids	5.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 3.8 [Documents Establishing the Qualifications of the Bidder] and in accordance with the qualification criteria indicated in Section III [Evaluation and Qualification Criteria]. Factors not included in Section III, shall not be used in the Evaluation of the Bidder's qualification.
	5.10 Evaluation of Financial Bids	5.10.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive
		5.10.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
		5.10.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i). The Bid Price quoted in the Financial Bid; ii) Price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5[Correction of Arithmetical Errors]; iii) Adjustment of bid prices due to rectification of non material non conformities or omissions in accordance with ITB Sub Clause 5.4.3 [Non material Non conformities in Bids], if applicable.
		5.10.14	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. If the rate justification is not satisfactory submitted by the bidder, the bid of such bidder may be rejected.
	5.12 Negotiations		
		5.12.1	To the extent possible, no clarifications shall be Conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.12.2	Negotiations may be undertaken only with the lowest Bidder when the rates quoted are considered much higher than the prevailing market rates.
		5.12.3	The Competent committee shall have full powers to

			undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.12.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the competent committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.12.5	Negotiations shall not make the original offer made by the Bidder inoperative. The competent committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.12.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
		5.12.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
	5.13 Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.13.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.
6.	<u>Award of Contract -</u>		
	6.1 Procuring Entity's Right to Vary Quantities	6.1.1	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 in circumstances, the Bidder shall not be entitled for any claim or compensation except Otherwise provided in the Bidding Document.
	6.2 Acceptance of the successful Bid and award of	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall

	contract		ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer is the lowest in accordance with the evaluation criteria.
		6.2.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
	6.3 Signing of Contract	6.3.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement on a non-judicial stamp paper of requisite value of Rajasthan State at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS.
		6.3.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.3.3	The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA shall constitute a binding contract.
	6.4 Performance Security	6.4.1	Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of Central Government.
		6.4.2	(i) The amount of Performance Security shall be as per prevailing Gov. of Rajasthan norms.
		6.4.3	Performance Security shall be furnished in one of the following forms as applicable- a). Deposit through eGRAS; or b). Bank Draft or Banker's Cheque of a Scheduled Bank in India in favour of Secretary, JDA, Jaipur; or c). National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in

			Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or d). Bank guarantee in favour of Secretary JDA, Jaipur payable at Jaipur. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.10 [Bid Security]; or e). Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit. f). The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Performance Security from each running and final bill as per prevailing GOR orders.
		6.4.4	Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond defect liability period.
		6.4.5	Failure of the successful Bidder to submit the Performance Security in accordance to 6.4.3 above and sign the Contract accordingly shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event, the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		6.4.6	Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases: ➤ When the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of

			acceptance; or ➤ when the Bidder fails to commence the Works as per Work order within the time specified; or ➤ when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or ➤ when any terms and conditions of the contract is breached; or ➤ to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or ➤ if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Bidding Document. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
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SECTION - III
BIDDING DATA SHEET

SECTION III - BIDDING DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

Contents

- A. Introduction
- B. Bidding Documents
- C. Preparation of Bids
- D. Submission and Opening of Bids
- E. Award of Contract

A. Introduction

ITB 1.1.1	Notice Inviting Bid (NIB): JDA/EE-Traffic Works-II/2022-23/D-18 dated 29.09.2022 bearing NIB no EE-TW-II/02/2022-23 The Organization of the Invitation for Bids is: Jaipur Development Authority. Name of Work: Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis. (Detailed Scope of work has been defined in Section IV: Procuring Entity's Requirement)
ITB 1.1.2	Period of Completion: Construction work in all respect shall be completed in Twelve (12) months from the Start Date, which shall be the stipulated date of commencement mentioned in work order.
ITB 1.1.3	Estimated Cost of work is: Rs. 150.00 Crore. ITB 1.4.1 Joint Ventures / Consortium are not allowed.
ITB 1.4.2	"Bidders of Indian Nationality" are permissible. ITB 1.4.3 Bidder should be registered in AA class category in JDA or equivalent in other departments /PSUs/private or may be a private entity registered under companies act or other relevant acts as applicable.
ITB 1.4.4	The bidding process is open to bidders who fulfill the prescribed eligibility criteria.
ITB 1.4.5	Each bidder shall upload on-line / submit only one bid for one work. A bidder who submits or participates in more than one bid for the particular Works will be disqualified

B. Bidding Documents

ITB 2.1.3	This is an "on-line tender". Therefore, tender documents in physical form shall not be available for sale but can be downloaded from the website and pay cost (Rs 15,000/-) while submitting the filled-up Bidding document to the Procuring Entity along with the processing fee of Rs 1,000/- separately in favour of MD RISL, Jaipur. The bidder should submit, by date & time specified in NIB, in original, hard copies of :- (i) Cost of bid document as Rs. 15,000/-Online (ii) Bid processing fee of Rs. 1,000/- online to Managing Director, RISL, Jaipur payable; (iii) Bid Security as per RTPP; (iv) Letter of Technical Bid; and
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	(v) Power of Attorney; The bidder should upload scanned copies of these documents on e-procurement website along with their technical bids.
ITB 2.2.1	For Clarification purposes only, the Procuring Entity's address is: OFFICE OF THE EXECUTIVE ENGINEER Traffic Works-II Jaipur Development Authority ROOM NO 106, FF, Citizen Care Centre BUILDING Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 EPABX +91 -141-2569696 : Fax +91-141- 2574555 email : sanjeevan.jain@gmail.com
ITB 2.2.2	Pre bid Meeting to be held as below: Date: 10.10.2022 Time: 12:00 PM Venue: Manthan Hall Jaipur Development Authority. No site visit shall be organized by the procuring entity. However, bidder are advised to visit the sites at their own expenses and if any support is required, shall be provided by the JDA.
ITB 2.2.3	The Bidders are requested, to submit questions in writing, to reach the Procuring Entity.
ITB 2.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portals http://sppp.rajasthan.gov.in/ and http://eproc.rajasthan.gov.in or www.jda.urban.rajasthan.gov.in
ITB 2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub- Clause 4.2 [Deadline for Submission of Bids], under due intimation to the Bidders by uploading it on the State Public Procurement Portal and its eProcurement portal.

C. Preparation of Bid

ITB 3.2.1	The language of the bid shall be English
ITB 3.3.1	The online Bid shall comprise of two parts submitted simultaneously, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal.
ITB 3.3.2	The Bidder shall submit the forms, declarations and documents, as specified in Section III of Bid Document, with the Technical Bid:
ITB 3.3.3	The Bidder shall submit the following additional documents with its Technical Bid: i. Technical Bid/Proposal Submission Sheet and Technical Bid containing the filled-up Bidding Forms and Declarations related to Technical Bid, possession of required qualifications and Code of Integrity given in Section III [Bidding Forms]; ii. Proof of payment of price of Bidding Document, processing fee and Bid

	Security in accordance with ITB Clause 3.10; iii. Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.11; iv. Documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; v. Documentary evidence in accordance with ITB Clause 3.8 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; vi. The Notice Inviting Bids; vii. The PAN No. (Permanent Account Number) of Income tax with the Xerox copy of the PAN card. viii. Alternative bids shall not be permitted. ix. Alternative times for completion shall not be permitted. (However, this does not prohibit the successful bidder from completing the work as per specifications before schedule) x. Any other document required in the BDS; and xi. Others considered necessary to strengthen the Bid submitted.
ITB 3.5.1	Add following: The form of contract for the work "Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis."
ITB 3.5.2	Total Price which the Bidder wants to charge for the entire works will be inclusive of all contingencies, applicable taxes and current applicable GST in accordance with drawings and specifications shall be quoted (in figures and words) by the Bidder. The quoted amount shall be specified in the financial bid in words and figures in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works.
ITB 3.5.3	In case there is any change in GST rates in future on higher side w.r.t to the present applicable GST rate, than difference w.r.t to present applicable GST rate shall be payable to the bidder. In case of reduction of GST rates in future w.r.t present applicable GST rate than recovery of difference of GST rate w.r.t present applicable GST rate shall be made by JDA.
ITB 3.9.1	The Bid validity period shall be 120 (One Twenty days) days from deadline for submission of bids.
ITB 3.10.2	➤ EMD shall be @ 2% of estimated procurement cost i.e. Rs. 3.00 crore for the bidder registered in AA class category or equivalent class in other departments /PSUs/private or may be a private entity registered under companies act or other relevant acts as applicable or ➤ 0.5% of estimated procurement cost i.e. Rs. 75.00 Lakhs for bidder registered in AA class in JDA. ➤ Bid Security deposit can be deposited either online or in the form of Bank

	Guarantee in favour of Secretary, JDA, Jaipur payable at Jaipur. The bidder will provide details of BG viz No., issue date, expiring date etc on online tendering system of JDA. A copy of this BG is to be attached with the document during uploading.
ITB 3.10.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney.

D. Submission and Opening of Bids

ITB 4.1.1	For bid submission purposes only, the Procuring Entity's address is: OFFICE OF THE SUPERINTENDING ENGINEER-II Jaipur Development Authority, Room No 107, FF, Citizen Care Centre Building, Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 Bidders shall submit their Bids electronically only. The Bidders shall submit the Bid online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Bidder as per the terms of the tender. The Bidder shall be responsible for documents accuracy and correctness as per the version uploaded by the Procuring Entity and shall ensure that there are no changes caused in the content of the downloaded document. The bidder shall follow the following instructions for online submission: Bidder who wants to participate in bidding will have to procure digital certificate as per IT Act to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on above mentioned website after digitally signing the same. • Cost of bid document is Rs. 15,000/- should be deposited by online, whereas the Processing fee Rs. 1,000/- should be deposited online to MD, RISL, Jaipur payable at Jaipur. Scanned copy of proof of payments shall be submitted with the technical bid. • The Procuring Entity will not be responsible for any mistake occurred at the time of uploading of bid or thereafter. • If holiday is declared on submission & opening date of tender the scheduled activity will take place on next working day.
ITB 4.1.2	Bids are required to be submitted in Electronic Format, it shall be submitted on the e-procurement portal: http://eproc.rajasthan.gov.in
ITB 4.2.1	The Deadline for electronic Bid submission is Date: 29.10.2022 Time: 06:00 PM
ITB 4.4.1,4.4.5	The online Bid opening shall take place at: OFFICE OF THE SUPERINTENDING ENGINEER-II Jaipur Development Authority, Room No 107, FF, Citizen Care Center Building, Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004

	The tendering process shall be conducted online only; DD/BG of Bid Security shall be submitted physically up to deadline described in tender document.
ITB 4.4.13,4.4.15	The Procuring Entity will open the Financial proposal as per e-tendering procedure.

E. Award of Contract

ITB 6.3.1	The period within which the Performance Security is to be submitted by the successful Bidder and the Contract Agreement is to be signed by him from the date of issue of Letter of Acceptance is 15 Days.
ITB 6.3.3	The procuring entity shall promptly return the bid security after the earliest of the following events, namely: 1. The expiry of validity of bid security 2. The execution of agreement for procurement/O&M and Security deposit is furnished by the successful bidder on part of execution/O&M hence shall be refunded in two parts accordingly. 3. The cancellation of the procurement process; or 4. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.
ITB 6.4.1	Security Deposit shall be solicited from the successful Bidder in accordance to 6.4 of ITB.
ITB 6.4.3	(i) Security Deposit amounting to total 3% of contract value (Ref Clause 6.4.2 of ITB) shall be submitted in advance at the time of signing of agreement as per latest rules under RTPP act. Bank Guarantee en-cashable at Jaipur submitted against the performance guarantee, shall be unconditional and en-cashable/ invokable at Town for which tenders are invited or submitted at Jaipur. (ii) The successful Bidder at the time of signing of the Contract agreement, may submit option for deduction of Security Deposit from each running and final bill @ 3% of the amount of the bill.
ITB 7.1	➤ First Appellate Authority shall be: Executive Committee JDA, Jaipur ➤ Second Appellate Authority shall be: A.C.S./P.S. UDH Jaipur

SECTION - IV

EVALUATION AND QUALIFICATION

JAIPUR DEVELOPMENT AUTHORITY JAIPUR

Name of work: - Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis.

1. Procedure

Procedure for qualification would be as follow:

- a) Two-envelope system would be adopted. **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, of earnest money, GST certificate and copy of registration of contractor in required category should also be kept. (E-Bid procedure at <http://eproc.rajasthan.gov.in>)

- b) The technical bid will be opened only of those bidders whose proper Earnest money, GST certificate 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 16.09.2022 at 11:00 AM in the chamber of MB-FF-110, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004 (Rajasthan).
- d) The Financial Bid envelope would be opened only of those bidders who fulfill all the technical bid criteria.**

2. Technical Criteria

- i) Bidders registered in Gov. as ‘AA Class’ category in JDA or equivalent class in other department/PSU's/Private or may be a private entity registered under Companies Act or other relevant acts as applicable will be eligible for participation in the bid.
- ii) The Bidder should have completed structural steel work of 2500 MT in last seven financial years. However the bidder may opt current year in the said financial assessment period.
- iii) The bidder should have completed bridge work (steel plate/ steel composite girder/Bow String girder/ open web girder with structural steel) of minimum-

Two (2) span of 37 mtr each in any one financial year of last seven financial years
or

One (1) single span of 75 mtr in any one financial year of last seven financial years

Note:-

- A. The bidder should enclose the certificate having quantities financial year wise otherwise the certificate will not be considered.
 - B. Certificate issued by Government of India, State Governments, Union Territory, Government Undertaking, Autonomous bodies shall only be considered.
- iv) The bidder should have successfully completed **similar works during last seven (7) financial years (including current year, if opted by the bidder)** for which Bid is invited should be either of the following:
- a. **One similar work** costing not less than amounting to **Rs.75 Cr.**
or
 - b. **Two similar works** each cost not less than amounting to **Rs. 45.00 Cr.**
or
 - c. **Three similar works** each cost not less than amounting to **Rs. 30.00 Cr.**

NOTE:-

- (A) “Similar Work” shall mean Construction of Bridge/ROB/ RUB/Flyover/ Elevated Road/Grade separator.
 - (B) The starting & completion date of work is to be in between above said financial year. If no, then maximum work (70%) is to be completed in above said financial years
 - (C) If bidder is submitted certificate having different components/ nature of work then proper completion certificate of required similar nature component is to be enclosed
 - (D) The experience certificates of works having executed and claimed as experience should be issued by the Government Organizations/ Semi Government Organizations/ State Government/Central Government/Public Sector Undertakings.
 - (E) Inspection of works will be done by JDA/ Client – Architects at the cost of the Bidder only and assessment of satisfactory performance will be ascertained for considering the relevant experience/ performance. Except remuneration of Client/ Architect, the Bidders shall bear the cost of providing facilities for Inspection, quality assurance and all other works related to project.
 - (F) The value of works during last seven years shall be brought to current costing level by enhancing the actual value of work at simple rate of 10 % per annum; calculated from the date of completion to the previous day of last date of submission of tenders.
- v) The Bidder should have achieved **an annual financial turnover of at least Rs. 90.00 Crores** of cost of construction work (bid cost) in any one of the last seven financial years **ending 31 March 2022 (including current year, if opted by the bidder).**

Note:

- (A) The bidder should enclose certificate of Turn Over from Chartered Accountant for last seven financial year and audited Balance Sheets of the year which is considered by the bidder in criteria as cited above **(Scanned copy of certificate from CA to be uploaded)**
- (B) 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
- vi) Self certified copy of Bank Solvency Certificate issued from Nationalized or any Scheduled Bank of minimum or equal to Rs. 10.00Cr. should be submitted. The certificate should have been issued within 6 months from the last date of the submission of the tender.
- vii) The bidder should give **an Affidavit on Non Judicial Stamp Paper of Rs 100/- of Rajasthan State only duly signed by bidder/ authorized signatory** to deploy the machinery and equipment as specified in Schedule-III, for execution of this work.
- viii) 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 civil engineering work executed in any one financial year during last seven (07) 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 seven year assessment period

N= Number of years prescribed for completion of the work for which bid are invited. In present case **value of N shall be 1.00**

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

Note:

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

Note:

The present price level for turnover, cost of completed works & disputed amount of similar nature, the previous years value shall be given weight age of 10% per year as follows:

- (a) For current year : 1.00
- (b) For 2021-2022 : 1.00
- (c) For 2020-2021 : 1.10
- (d) For 2019-2020 : 1.21
- (e) For 2018-2019 : 1.33
- (f) For 2017-2018 : 1.46
- (g) For 2016-2017 : 1.61
- (h) For 2015-2016 : 1.77

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 seven 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 on **Non Judicial Stamp Paper of Rs 100/- of Rajasthan State only regarding machinery and equipment required for deployment, as detailed in Schedule-III duly signed by bidder/authorized signatory**
- (e) Information regarding details of maximum value of civil engineering works executed in any one financial year during last seven (07) 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 seven year assessment period 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) Self-certified copy of Bank Solvency Certificate in Schedule-VIII
- (j) Affidavit as per Annexure I on **Non Judicial Stamp Paper of Rs 100/- of Rajasthan State only duly signed by bidder/ authorized signatory**
- (k) Undertaking on **Non Judicial Stamp Paper of Rs 100/- of Rajasthan State only for non blacklisting/ debarred from any organization as per Schedule II duly signed by bidder/ authorized signatory**

- (l) **Annexures of RTPP Act 2012 & rules 2013 (i.e Annexure A, B, C &D) attached with bid document**

4. Important:

- (a) The intending bidder must read the terms and conditions of Bid carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Bidders posted on shall form part of Tender Document.
- (b) The bidder would not be allowed to withdraw any document, or to rectify any information furnished therein, after submitting the bid.
- (c) The bidder should give an affidavit as per Annexure I 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
- (d) Bidders must do paging of all enclosure of bid documents
- (e) The bidder shall prepare bid in the digital/ electronic mode for uploading on e-procurement portal in the format/type of file specified in Evaluation and Qualification criteria. ***"All the documents uploaded should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed. It should be noted that the Affidavit desired should be uploaded only after signature of bidder/authorized signatory, otherwise the bid would be liable for rejection.***

5. Rejection of bids:

The Authority reserves the rights to reject any bid or to disqualify any or all the bidders, without assigning any reasons at any stage if:-

- (a) Bid is not accompanied with the requisite documents mentioned in clause 3(a) to 3(l) or is not accompanied with earnest money & GST clearance certificate and registration of contractor in required category it would be liable for rejection
- (b) Furnishing of incorrect or incomplete or concealment of any information required in the bid documents would render the bid liable for rejection
- (c) Unsigned affidavit **on Non Judicial Stamp Paper of Rs 100/- of Rajasthan State only (Schedule III regarding deployment of machinery and equipment, Annexure I self declaration & Annexure II regarding undertaking for not blacklisting/ debarred)** before uploading by bidder in the bid document

**Executive Engineer (Traffic-II)
Jaipur Development Authority,
Jaipur**

SCHEDULE – I
FINANCIAL RESOURCES AND CAPABILITY

[Reference clause 3 (a)]

1. Name of Bidder :- M/s.....
2. Total financial turnover achieved by the bidder in the last five financial years:

S.No.	Year	Turnover
(1)	Current Year	
(2)	2020-21	
(3)	2019-20	
(4)	2018-19	
(5)	2017-18	
(6)	2016-17	
(7)	2015-16	
(8)	2014-15	

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/blacklisted 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)

SCHEDULE – II

[Reference clause 3 (b) & 3 (c)]

Details of work executed during last seven financial years

S. No.	Name of Works (With agreement No. & Date)	Client	Place (district)	Financial Year	Structural steel (MT)	Length of Structural steel Bridge (Rmt.)	Page No.

**Signature of Bidder
(With seal)**

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

SCHEDULE – III

(On Non Judicial Stamp paper of Rs 100/- of Rajasthan State duly signed by bidder/Authorized Signatory)

[Reference clause 3 (d)]

Declaration

I/We..... Proprietor/ Partner/ Authorized signatory of
M/s..... under take the oth that I/We will deploy the
machinery and equipment not limited to but listed below as and when required in the execution of this work

S. No.	Name of Machinery	Minimum Requirement	Availability		
			Owned	Leased	Hired
1	Piling and drilling Hydraulic rig machine. (Owned / Leased/ Hired)	2			
2	Computerized Batch Mix Concrete plant minimum 30 Cum/Hr capacity (Owned/Lease)	1			
3	Transit Mixers (TM) (Owned/Lease)	3			
4	Poklain Machine (Owned/Leased)	1			
5	Hydra 20 T (Owned/Leased/Hired)	2			
6	JCB (Owned/Lease)	2			
7	Dumper (Owned/Lease)	5			
8	Vibrator (Shutter/Needle, Plate & screed)	5			
10	Earth Compactor (Owned/Lease)	1			
11	Water Tanker	3			
12	Crane with 300T capacity (Owned/Lease)	1			
13	Concrete Pump (Owned/Lease)	1			
14	Batch mix bitumen mix plant (Owned/Lease)	1			
15	Vibratory Roller (Owned/Lease)	1			
16	Road Roller (Owned/Lease)	2			

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 bidder/authorized signatory must ensure to sign the above undertaking before uploading on portal otherwise the bid will be liable to be rejected

SCHEDULE - IV

[Reference Clause 3 (e)]

DETAILS OF MAXIMUM VALUE CIVIL ENGINEERING WORKS OF SIMILAR NATURE (CONSTRUCTION OF BRIDGE/ROB/ RUB/FLYOVER/ ELEVATED ROAD/GRADE SEPARATOR) EXECUTED IN ANY ONE FINANCIAL YEAR (updated to present price level) DURING THE LAST SEVEN YEARS TAKING INTO ACCOUNT THE COMPLETED AS WELL AS WORKS IN PROGRESS

S. No.	Name of Works (with agreement No. & Date)	Client	Place (district / state)	Financial Year	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of work done during the year	Page No.

Date :

Signature of Bidder
(With seal)

SCHEDULE - V

[Reference Clause 3 (f)]

DETAILS OF EXISTING COMMITMENTS & ON GOING WORKS TO BE COMPLETED

S. No.	Name of Works (with agreement No. & Date)	Client	Cost of Work as per Work Order	Stipulated date of commencement	Stipulated date of completion	Value of balance work on date of bid	Likely date of completion of balance work	Page No.

Date :

**Signature of Bidder
(With seal)**

SCHEDULE - VI
[Reference Clause 3 (g)]
DETAILS OF LITIGATION OR ARBITRATION CONTRACTS

S. No.	Name of Works (with agreement No. & Date)	Client	Work Order Amount	Disputed Amount Claimed in Litigation / Arbitration	Date of Raising Disputed Amount	Actual Award Amount, if the case is Decided	Cause of Litigation & matter in Dispute

Date :

Signature of Bidder
(With seal)

SCHEDULE –VII
[Reference Clause 3 (h)]
BID CAPACITY

Name of Bidder: - _____

1.	A = Maximum value of Civil Engineering work Executed in any one year during the last seven Years (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 are invited	1.00	
3.	B = Value, at present price level of existing Commitments and ongoing works to be Completed during the next N Period.	_____ Lacs	Certified details enclosed at Page No. _____

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

$$= \text{_____ Lacs}$$

Date :

Signature of Bidder
(With seal)

SCHEDULE –VIII
[Reference Clause 3 (i)]

Dispatch number of bank/ Date

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that

M/s..... having/registered office address.....

.....is customer of bank and has been maintaining his accounts with our branch since..... . As per records available with the bank, M/s..... can be treated as solvent up to a limit of Rs..... (Rupees in words.....).

It is clarified that the above information is furnished and this certificate is being issued at the specific request of the customer.

Name, designation, Signature with seal

Notes:-

1. The certificate should have been issued within 6 months from original last date of the submission of the tender.

ANNEXURE-I

(Reference Clause 3 (i))

(To be given on Non Judicial Stamp paper of Rs 100/- of Rajasthan State only
duly signed by bidder/ authorized signatory)



SELF-DECLARATION

I/We.....S/O Shri.....
Age.....Year, Resident
.....of.....District..... Rajasthan
Proprietor/ Partner/ Authorize signatory of M/s
hereby declare that the information furnished by me/us in schedule I to VII of the assessment Bid
for the work “**Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis**” is correct to the
best of my/our knowledge and belief and nothing has been concealed therein. I am well aware of
the fact that if the information given by me is proved false/not true, I will have to face the
punishment as per the law and the bid shall be rejected. Also all the benefits availed by me shall be
summarily withdrawn and JDA has right to reject the Bid and to take action against me/us as per
rules.

Enclose: I.D. proof with self-declaration

Self-Attested

Proprietor/ Partner/ Authorized signatory

M/s

**NOTE: The bidder/authorized signatory must ensure to sign the above undertaking before
uploading on portal otherwise the bid will be liable to be rejected**

**(On a Non Judicial Stamp of Rs 100/- of
Rajasthan State only and duly
signed by bidder/authorized
signatory)**

UNDERTAKING FOR NOT BLACKLISTED/DEBARRED

We do hereby undertake that we have not been Blacklisted or Deregistered by any Central/ State Government or Public Sector Undertaking, Autonomous Bodies etc., and also that none of our work has rescinded by the client after award of contract during last seven (07) years.

Stamp and Signature of Authorized Signatory

NOTE: The bidder/authorized signatory must ensure to sign the above undertaking before uploading on portal otherwise the bid will be liable to be rejected

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

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) 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 sub bidder, 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:-

Note:- Annexure 'B' should be signed by the participating bidders before uploading the tender document otherwise the bid of the bidder will be rejected.

Annexure C:
Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is **Executive Committee (EC), JDA, Jaipur**.
The designation and address of the Second Appellate Authority is **ACS (UDH)/Principal Secretary (UDH), Government of Rajasthan, Jaipur**

(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 endeavour 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 authorized 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 or second appellate authority, as the case may be shall-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (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..... of Before the
..... (First/Second Appellate authority)

- 1- Particulars of appellant :
 - (i) Name of the appellant :
 - (ii) Official address, if any:
 - (iii) Residential address:
- 2- Name and address of the respondent(s):
 - (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 50% 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.

SECTION-V-A
PROCURING ENTITY'S REQUIREMENT

SCOPE OF WORK & SPECIFICATIONS

SUMMARY OF WORK

The work under construction package involves, “**Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis**” including its approaches, and other ancillary works.

SCOPE OF WORK

The scope of work shall include construction of a steel bridge with high tensile suspended cable, two rotary junctions, pedestrian subways, junction beautification and other related works.

- The proposal consists of construction of a steel bridge with high tensile suspended cable on the, JLN Marg, Jaipur. The project is meant for solving the traffic congestion issue and providing smooth flow of traffic. The construction of the steel bridge is proposed along the JLN Marg to ease the traffic movement at the junction. The structural arrangement consists of a four lane, minimum 441 m long steel bridge with cable strands and pylons. The structural arrangement is shown in the attached General Arrangement Drawing (GAD). The design of the structural components shall conform to the criteria laid down in the latest editions of the standard Codes of Practice and Specifications published up to the last date of receipt of tender form.
- The rotary intersections are proposed respectively on Jhalana Road side and Bhaskar Flyover side. The pedestrian subways are proposed from all four corners of the OTS intersection. The project includes construction of the rotary junctions on either side of the bridge considering all the geometric parameters based on the traffic count and ensure the level of service of the junction as per relevant codal provisions.
- The project also includes the beautification work like construction of sculptures, horticulture, illumination and others. The beautification work and the pedestrian subway construction must be done as per the drawings in consultation with the stakeholders.
- Rotaries will be on same grade after improvement of existing roads.
- Lanes shall be as per plan attached with bid document.
- Land is available. If additional land is required than it shall be made available by JDA

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 described below.

GENERAL

1. Site clearance for placement of contractor's own equipment's, plant & machinery etc to carry out the work; before commencement of work as specified or as directed;
2. Dewatering if any
3. Other Miscellaneous works as per site requirement
4. True and proper setting out and layout of the Works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed;

5. The contractor has to get necessary permission/ NOC from road and other concerned regulatory authorities for block and working in such locations. No additional payment will be made to the contractor for such works.
6. Day to day cleaning of worksite and adjacent roads throughout the execution period. Nothing extra shall be paid on this account;
7. Clearing of site and handing over of all the works, as specified or as directed;
8. All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed. No additional payment will be made to the contractor for such works.
9. Maintenance of the completed work during the period as specified;
10. All the design and drawings shall be duly checked and approved or get proof checked from IIT/reputed institutions as approved by EIC at his own cost and got approved by JDA prior to use
11. The bidder has to prepare suitable diversion plan in consultation with all stake holders including traffic police, JDA etc during execution of work. All the arrangements required for plying smooth traffic considering all safety measures should be taken care like steel barricading of min 2 m height, signage's, direction boards, lighting, road work (Flexible/ Rigid as per requirement) under the direction of Engineer-in-Charge. No additional payment will be made to the contractor for such works.
12. Whatever data's available has been attached with the bid document and is for reference purpose only. This information is being made available to the contractor in good faith and the contractor is advised to conduct soil investigation/Topographical survey and other project related surveys independently by their own and to reconcile with the data as may be considered necessary by him before quoting rates in the Bid.

STEEL BRIDGE WITH HIGH TENSILE SUSPENDED CABLE

Foundation and Substructure

1. Soil investigation in all types of soil/ rock for designing of different components of work.
2. 1200 mm/1000 mm dia pile foundation with hydraulic rotary piling rigs as per design.
3. Pile- Cast in situ pile of at least M40 grade with 100kg/m³ reinforcement.
4. Pile foundations with socketing in rock of any type and Pile cap including leveling course.
5. Pile cap- There shall be 4/5 nos. of pile caps in the plan. The grade of concrete used shall be at least M40. The dimensions of pile caps shall be 20mx5mx2m or as approved by the engineer in charge. The reinforcement shall be 100 kg/m³ or as per the approval or as per design.
6. The pier cap and pier shall be fabricated at a fabrication yard having all the necessary machinery and tools with proper testing facilities. They shall be fabricated with minimum E350 BR material procured from SAIL/ JINDAL/ ARCELOR MITTAL/ TATA STEEL/VIZAG make or as directed by EIC. The fabricated pier cap, pier and other related components shall be transported erected and launched at the site in a way that there should be no traffic congestion. The pier cap shall be uncompressed in RCC upto 1 m above the ground to avoid corrosion
7. The viaduct/bridge shall be on single pier, portals span as per drawing.
8. Location of piers shown is indicative and may be changed to address the site-specific issues.
9. Sub surface investigations findings conducted at the project site are enclosed with the Bid document for reference purpose only. This information is being made available to the

- contractor in good faith and the contractor is advised to conduct soil investigation independently as may be considered necessary by him before quoting rates in the Bid.
10. No claims whatsoever on account of any discrepancy between the sub surface conditions that may be actually encountered at the time of execution of work and those given in these Bid documents shall be admissible to the contractor under any circumstances whatsoever.

Super Structure

1. The super structure shall be steel based plate or composite girder of grade E350 BR steel preferably precast and/or with sacrificial shuttering. The make of steel plates can only be SAIL/JINDAL/TATA STEEL. The contractor shall be responsible for preparation of QAP/WPSS and preliminary fabrication drawings after the preparation of these documents; they shall be duly checked and approved or get proof checked from IIT/reputed institutions empanelled consultant as approved by EIC at his own cost and got approved by JDA prior to use. Any direction by JDA shall be incorporated as regards the same. The fabrication of steel girder shall be done by the contractor at a fabrication yard having the necessary quality, machinery/tools and testing facilities. After fabrication of the superstructure, the transportation, assembly and launching and final painting shall be done by the contractor using techniques matching the relevant quality standards as per the competent authority.
2. Looking at the time line of the project the structure suggested is a precast structure with sacrificial shuttering for slab/ any other proven technology best suited for the project as per the relevant IS (BIS) , NBC, British Standards (BS) and ASTM codes.
3. The design of POT/PTFE bearing shall be submitted by the contractor, which shall be approved by JDA.
4. Bearing pedestals, seismic devices shall be as per approved drawings
5. Expansion joint, sealant in the expansion joints of ramp walls.
6. Cable stays joining the deck slab and the pylon must be properly anchored and should meet all the required test conditions. The material used for the strands and all other accessories should comply with the relevant specifications and codal provisions. The entire design system after approval from Authority' Engineer / Engineer in charge, may be used.
7. Two pylons as indicated in the drawing with 30 m height are to be constructed as per GAD. Pylon may have a steel head at top for anchoring the stays, including all necessary arrangement to climb, inspect and service cable anchorages. The shape and finishing of the pylons shall match the required aesthetics of the structure.
8. Shot blasting, primer zinc Chromate, Epoxy paint/ metalizing on all types of structural steel work.
9. Bid drawings show only tentative dimensional details.
10. Height of piers, pylons and type of alignment (straight or curve) are for reference only.
11. It shall ensure soundness of the structure and durability during its expected service life.
12. The contractor shall ensure speedy construction but with due importance to curing and durable strength of structure and lead to appreciable economy.
13. Due importance shall be given to aesthetics of piers and superstructure. The shape of structure should give pleasing appearance and architectural beauty as a whole in harmony with the surroundings.
14. Sudden changes in geometry of structure shall generally be avoided; as such points are susceptible to stress concentration. However, if such sudden changes in geometry become

unavoidable, rigorous analysis shall be provided such as push over, nonlinear analysis, dynamic analysis etc. as applicable shall be carried out.

15. The detailing of the structures as well as reinforcement shall be given utmost importance from constructability, durability and ductility point of view.
16. Reinforced Earth Wall, which is solid approach, drainage layer arrangements, filling the solid portion, GSB & bituminous road etc for ramp of flyover
17. Crash barrier should be as per drawing
18. Drainage system, inserts for lighting masts in parapets etc must be as per approvals.
19. Looking to site constraints, the steel girders including deck slab are to be designed in such a way that its depth should not be more than 1.55 mtr
20. Minimum vertical clearance between designed road top and bottom of girder should be maintained as 5.50 mtr.
21. All fabrication of structural steel work should be carried out by Research Designs and Standards Organization (RDSO) approved vendors.

ROTARIES AND CULVERTS/ BRIDGES

1. Two at grade rotary intersections along with construction of islands, medians as per the drawing.
2. Placement of sculptures at the rotaries and landscaping as directed.
3. Proper placement of signage's and road markings as per specifications.
4. Construction of a new culvert/bridge and re-construction of existing culvert/ bridge.
5. Overall width of all culvert/bridge shall be equal to the roadway width including rotaries of the approaches.
6. Repairs and strengthening of existing structures where required shall be carried out.

PEDESTRIAN SUBWAY

1. Construction of a pedestrian subway cum art gallery (20 m dia) connecting four corners of the intersection.
2. Subway must adhere to the codal provisions with the vertical clearance of 3 m, width 5.0 m and gradient of 1:12.
3. The subway shall have elevators and also the provision of natural light and ventilation
4. The subway shall have the provision of sump and pumping system to pump out the water.
5. Placement of CCTV cameras and LED lighting.
6. The stone paving of the subway should be of skid free material and also it shall be friendly for person with disabilities. Material shall be approved by Engineer in charge/ Architect.
7. Subway wall shall have graphic wall with Jaipur architectural element.
8. Any other item of work as may be required to be carried out for completing the construction of subway of specified length including all necessary interfaces works with system-wide Contractors in all respects in accordance with the provisions of the Contract and/or to ensure the structural stability and safety during and after construction.

ROADWORKS AND PATHWAYS

1. Site Clearance
2. True and proper setting out and layout of the works, providing location marks, benchmarks, preparation of report and plans.

3. Construction of road including excavation, construction of carriage way, service road, shoulders and medians, provision of drainage.
4. Providing and laying 25 mm thick bitumen mastic asphalt wearing course with paving grade bitumen around the rotaries and over deck slab.
5. GSB, WMM, DBM and BC as per job mix design in rest stretches of the project.
6. Providing bituminous wearing coat for Repair Work as per requirement.
7. Dismantling of existing Walkway and construction of new walkway of granite paving as shown in drawings.
8. Provision of road signs, markings, delineators, railings, median marker etc. on road.
9. Provision of road markings with Thermoplastic paint as per codal provisions.
10. Providing suitable drainage in service roads.
11. 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.

STONEWORK

1. Procurement of first class export quality of Jodhpur sandstones, granite and other stones etc. for the work.
2. Processing of stones in his factory/ workshop and execution of :
 - a. Carved & decorative Jodhpur sandstones for all the cladding works for the Subway work including motifs, friezes, panels, brackets, sculptures, etc. all cut to shape & sizes as per the designs & drawings
 - b. Polished and flame/sand blasted finished colored granite stones for paving, flooring, cladding, copings, moldings, planters, bollards etc., all cut to shape & sizes as per the patterns, designs & drawings for landscaped/ external areas
 - c. Kerb stone as per standard and for pedestrian friendly movement.
 - d. Full rounded moldings etc. in polished Jodhpur sandstones, granite and other stones.
3. All the stone cladding works are to be executed with wet/ dry cladding system to be decided at site.
4. Providing necessary notches/ grooves/ holes/ keys etc. in stones for joints/ dowels/ clamps, as required for fixing the same at site.
5. Carrying out treatment with deep penetration of approved water based waterproofing chemicals prior to packaging of the stones.
6. The contractor should take approvals from the Employer/ Architect/ Expert at various stages, as defined in the conditions of Contract.
7. Furnishing necessary samples and getting their approval from the Architect
8. Packing, loading, unloading, etc. of all the stones and any other stone accessories and related equipment including transportation from mines to his factory/ workshop.
9. Packing, crating, preparation of inventory & coding/ marking, loading, unloading and transportation of all the stones by rail, road, sea, etc. from his factory/ workshop upto the site. The Contractor shall ensure that all the items are packed suitably so that the same are not damaged during transportation.
10. All the designs, shapes, sizes, patterns, depths of carvings etc. for the crafted items shall be as per the designs and directions given by the Architect. However, the Architect/ Employer reserves the right to change/ vary the same before bulk production i.e. upto the sample approval stage, for which no extra cost shall be paid to the Contractor.

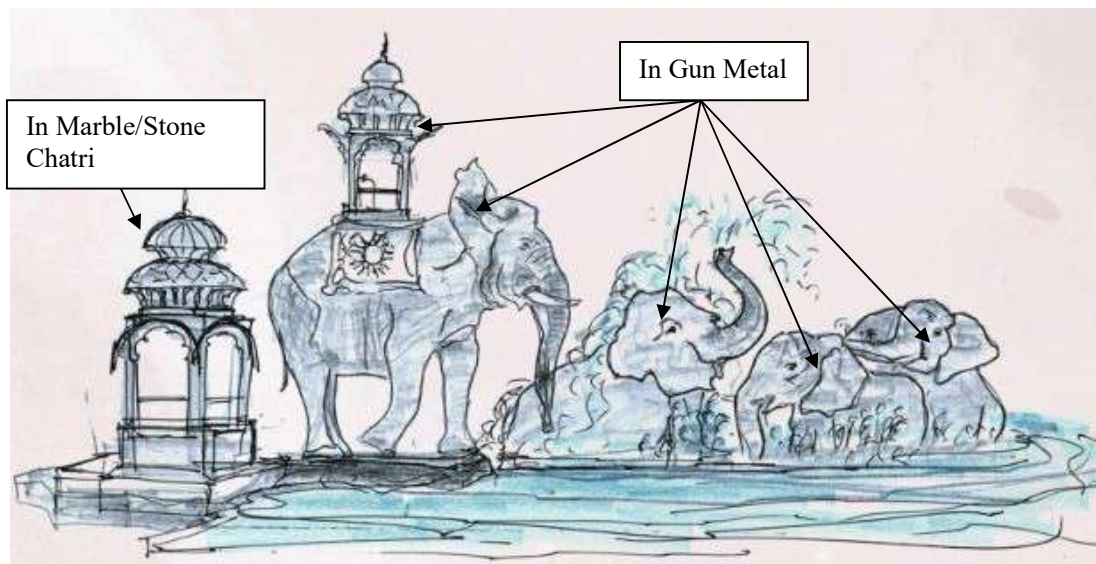
SCULPTURE WORK

Construction of Elephant bathing sculpture: (Standing Elephant 1- 10.8 m x 7.80 m; Half Elephants (3 nos.)- 9.40 m x 4.50 m, all in gunmetal; 2 Chattris- 4.50 m x 7.50 m, one in marble/stone and one in gun metal) and 6 horses in gun metal of height up to 5 meter as per the conceptual drawing. Elephant sculptures surrounded with water will be constructed at rotary. So the provision of water body with all necessary fountain features shall be taken. The sculptures material will be a combination of gun metal and marble stone (first class stone) as per the drawing. Also the civil work shall be carried out as per the design

The composition of the Gun Metal will be Bronze Metal Alloy (85% copper, 5% Zinc and 5% tin & 5% lead) with patina finish. The sculpture work shall include Planning, Developing, Casting, all loading- unloading, transportation, supervision of installation, maintenance of sculptures till date of opening/ inauguration of site etc. Modelling, 3D scanning of Model CNC Machining (enlargement of model to desired height), assembling and final detailing, Piece moulding, Wax Casting (Lost wax process), Wax chasing, sprung investing, metal casting, divesting, metal chasing, Brazing/ Welding Finishing and Patina/ Colour etc. Complete job in all respect as per approved design and drawing under approval of project consultant, appointed for the project and as per directions of Engineer-in-charge or Consultant Architect complete in all respect.

1. Sculptural work will be carried out as per instruction of the Engineer in charge & consultant architect of the project.
2. Sculpture shall be made according to directed process i.e. French lost waxing process.
3. Supporting arrangements in steel work with necessary welding, bolting ect. To hold the statue including all scaffolding or any other kind of arrangement like machine cranes ect. Required for erecting or fixing of the Statue shall be borne by the contractor and any losses/damages/theft during process of supply & fixing of statue shall be borne by the contractor.
4. The modifications/instructions given by the Engineer in charge & consultant architect of the project at the stage of clay model will be strictly complied to, and no extra payment will be made on this account.
5. The fountain shall be built as per design with all necessary arrangements of tanks (min 20,000.00 Litres), pumps (min 10HP) etc. as directed by EIC/Architect.
6. The bidder shall furnish his program for completion of the work within the stipulated time schedule and shall obtain the approval of the Engineer-in- Charge.
7. All kind of safety measures shall be observed by the agency as per codal provision.
8. The Contractor shall perform all services and furnish [all supplies, material and/or work equipment as necessary for the Construction, transportation and installation of the Artwork (metal statue). Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
9. The Contractor shall accomplish the Artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the JDA and Consultant with project oversight, as set forth in this Agreement. The Contractor will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the site as defined by Owner and/or ordinance prior to the development of a design by the Contractor.

10. The Contractor shall secure any and all required licenses, permits and similar legal authorizations at the Contractor's expense as may be necessary for the installation of the Artwork at the Site. .
11. Contractor shall provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation.
12. Contractor shall provide "3-5 feet high miniature clay model of all sculptures" and will be approved by the JDA and Consultant before starting the construction of artwork as per drawings/sketches. The Contractor will give the model, approved and rectified, as per direction of architect consultant. The decision of the architect on the Artwork shall be final and binding on the contractor.
13. Contractor shall provide photographic documentation of the Artwork in a format acceptable the JDA and Consultant.
14. Contractor shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation and the like, as necessary.
15. The Contractor shall inform the client of the progress of each phase of work completed under the Agreement.
16. The JDA and Consultant shall have the right to review the Artwork at reasonable times during the Construction.
17. If the JDA and Consultant, upon review of the Artwork, determines that the Artwork does not conform to the approved Final Design, the JDA and Consultant reserves the right to notify the Contractor in writing of the deficiencies.





ELECTRICAL WORK

1. All conduit works including junction boxes, outlet boxes, ceiling hook boxes, wiring & earthing for lighting & power.
2. All conduit works including junction boxes, outlet boxes & wiring for Low current Services (LV services) such as Telephone, data, voice, fire alarm, Access control and any other I.T. related works, C.C.T.V works, P A System and Parking management system.
3. Switches, plug sockets, cover plates and wiring accessories are all of modular type.
4. Earthing System comprising of Earth pits & earth strip and SWG wire for earthing the body of the equipment's complete in all respect.
5. External and Façade lighting works.
6. All HV & MV cabling work.
7. Distribution Boards, Panels, feeder pillars, meter boards & local DB's.
8. Lightning protection works (if any).
9. Installation, testing & commissioning of all above said work as per I.E rules as framed by the governing agencies (PWD/CPWD/JVVNL/JDA).
10. All internal wiring shall be of 1.1KV grade ISI marked and as per IS: 694 and also approved makes shall be used. As approved by the Engineer in charge.
11. The electrical works should be done considering the aesthetics and safety with IGUZZINI/K-LITE/JAQUAR/OLT/PHILIPS make.
12. Rope lightning of the cable stays are to be done as directed by the Engineer in charge/Architect.
13. All the external and façade lightning work will be executed as per the drawings of the Architect.

DRAINAGE WORK

1. Proper Drainage system in RCC is to designed and develop by the contractor for driveway including all adjoining roads including dewatering of subway and ensure proper mechanism to stop flooding in subways during rain.
2. New drainage system in RCC for subway with provision of sump and ground recharge and also system should be properly connected to the existing system.

3. Slope of the drain for proposed driveway including all adjoining roads and subway should be appropriately maintain as per site
4. High quality pumps and stand by pumps should be powered by generator in case of electric cut-out

HORTICULTURE WORK

1. Horticultural operations shall be started on ground previously leveled and dressed to required formation levels and slopes. In case where unsuitable soil is met with, it shall be either removed or, replaced or it shall be covered over to a thickness decided by the Engineer-in-charge with good earth. In the course of excavation or trenching during horticultural operations, any walls, foundations, etc. met with shall not be dismantled without pre-measurement and prior to the written permission of the Engineer-in-charge.
2. Trenching in ordinary soil
3. Supply and stacking of sludge and Manure
4. Spreading and mixing good earth, sludge and manure
5. Grassing with select grass no. 1 as per landscaping drawing
6. Excavation and trenching for preparation of beds for hedge, shrubbery and trees
7. Supplying and Planting of ground cover, shrubs and trees as given below or as per consultant architect:

Trees

- a) *Bahuinia blackenea* 12'-15'
- b) *Cordia sebstenea* 12'-15'
- c) *Curesea spaciola* 12'-15'
- d) *Delonix Regia* 12'-15'
- e) *Jacranda* 12'-15'
- f) *Cassia Fistula* 12'-15'
- g) *Tabubia rosea* 10'-12'
- h) *Pongamia Pinnata* 12'-15'
- i) *Nauclea cadamba* 12'-15'
- j) *Peltophorum* 12'-15'
- k) *Cassia siamea* 12'-15'
- l) *Albizzia lebbek* 12'-15'
- m) *Millingtonia hortensis* 12'-15'

Ground Covers

- a) *Alternanthera dentate* ruby
- b) *Alternanthera variegata*
- c) *Duranta repens* dew drops
- d) *Denela*
- e) *Hymenocallis spaciola*
- f) *Iresine harbesti*
- g) *Ophiphogon japonicas* 'variegata'
- h) *Ophiphogon japonicas* 'nana'
- i) *Ophiphogon japonicas*
- j) *Portulaca oleraceae* Wild life
- k) *Rhoea spathacea*
- l) *Russelia equiseliformis*

- m) Wedelia trilobata
- n) Iphomea
- o) Verbena
- p) Lalantana
- q) Asparagus merry

Shrubs

- a) Acalypha Ceylon 2'-3'
- b) Acalypha mooria 2'-3'
- c) Bauhinia auciminata 2'-3'
- d) Bauhinia tomentosa 2'-3'
- e) Cliandra 2'-3'
- f) Cassia biflora 2'-3'
- g) Cassia lavigata 2'-3'
- h) Duranta repens Golden Dewdrop 1'-2'
- i) Hibiscus Baby wise (Banglore) 2'-3'
- j) Hibiscus Alipuri Beauty 2'-3'
- k) Hibiscus Lefrance 2'-3'
- l) Hibiscus oleandar 2'-3'
- m) Ravienia spectabilis 2'-3'
- n) Red Fountain grass 2'-3'
- o) Ticoma capensis 2'-3'
- p) Ticoma gaudichaudi 2'-3'
- q) Thevetia peruviana 2'-3'
- r) Hamelia Patens 2'-3'
- s) Hamelia dwarf 2'-3'
- t) Caesalpinia 2'-3'
- u) Tabermontena Single 2'-3'
- v) Tabermontena Double 2'-3'
- w) Tabermontena dwarf 2'-3'
- x) Limonea 2'-3'
- y) Leucophyllum 2'-3'
- z) Ixora Varsity 2'-3'

TRAFFIC MANAGEMENT

1. The Contractor shall make the detailed traffic diversion plans in consultation with Jaipur Traffic Police. The work is to be executed with proper liaison with Jaipur Traffic Police. Necessary assistance will be given by JDA. No additional cost will be paid for this work.
2. The scheme should be such that minimum of two lane of traffic on each direction of the road should be available for the smooth flow of traffic.
3. The Contractor should inspect the site.
4. The construction steel barricading of min 2 m height for execution of work will be restricted to 10 m width of the road.

UTILITIES

Utility identification at foundation locations will be done by the contractor and in case utility(s) is encountered or obligatory requirement is to be met out, JDA may modifying the span configuration at such location out of the standard spans configuration to save the utility(ies) or to meet obligatory requirements. Shifting of utility(ies) would be done only in exceptional cases where in the opinion of the Engineer no other option is available. The contractor has to check the utility at each pier location by actual trenching to the required depth, taking photographs of each utilities. The identification of utilities is to be completed within 2 months of letter of acceptance.. No payment shall however be made for supporting the utilities during course of work. The utilities which are not to be diverted but require supporting, proper supporting be done so that they are not damaged along their branches. Precautions to be taken while handling the utilities are mentioned as under:

- i. Utilities must not be damaged, but, if due to some or the other reason, mishap occurs, it should be rectified immediately by the Contractor at his own cost under intimation of JDA with proper lassoing of utilities owning agency
- ii. Till rectification of the damaged trunk sewers, the Contractor shall arrange substitute arrangement for sewer pumping and its disposal as per directions of Concerned agency The similar arrangement be done for other utility.
- iii. The manholes of T/Sewers should not be covered under the foundation as these may create hindrances to the annual de-silting/cleaning of sewer lines.
- iv. Sufficient distance of foundation from outer edge of T/ Sewers be kept in view of further maintenance/Safety of T/Sewers.
- v. The covers of manholes be saved from heavy machinery movement to avoid any accident/Slippage of malba in manholes etc into the T/Sewers which may cause blockage of lines. In case of damage of manhole cover & frame the same shall be replaced immediately by the Contractor at his own cost.
- vi. Manholes of the trunk sewer should be kept freely accessible for cleaning and removal of blockages and malba should not be dumped over these manholes.
- vii. Branch sewer connections which are connected with the trunk sewers should also be taken care of. If the same are damaged, the same should be restored immediately on priority.

These are only indicative for one of the utility. Similarly, necessary precautions which are specified from time to time by the utility owning agencies shall also be followed. The Central verge/footpath furnishings which are to be dismantled be handed over to the concerned department in their stores. Contractor should make his own survey for identification of underground/above ground utilities.

UP KEEPING, OPERATION & MAINTENANCE

The bidder has to include the cost of up-keeping, operation and maintenance (O&M) is for 10 years (inclusive of 5 years DLP) commencing from actual date of completion of work. The broad scope of work is as follows:

- i. Cleaning of site on regular basis.
- ii. Operation and maintenance of fountains and other beautification works.
- iii. Employment of operators, electrician, mechanic, etc. for operation of lifts, decorative light, fountain and other assets created by bidder on 24X7 basis.

- iv. The electricity and water required during construction shall be arranged by bidder but during up keeping, operation and maintenance period expenditure on water connection & its consumption and electricity connection & its consumption shall be borne by JDA.
- v. All men, machinery, parts, etc. shall be provided by bidder at his own cost for up keeping operation and maintenance.

It is also clarified that a separate bank guarantee of Rs 100.00 Lacs of any nationalized/schedule bank in favour of Secretary JDA, Jaipur payable at Jaipur for the up-keeping, operation and maintenance shall be submitted by the bidder on successful completion of work i.e start of O&M. The amount of this Bank Guarantee shall be released in equal installments (Rs 20.00 Lacs) after one year of successful completion DLP for next five years. If bidder fails to perform up keeping, operation and maintenance up to mark ; JDA will free to deploy requisite man, machinery and material for up keeping, operation and maintenance of the assets created on the cost of bidder and the same shall be recovered for the BG submitted for the purpose. It is to be noted that this BG is exclusive of the bid security/ SD deposited for the Defect Liability Period of the work.

OTHERS

The scope of works shall further include the following also:

- a) 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.
- b) Utility identification at foundation location will be done by the Contractor in advance and in case utility(s) is encountered, than the contractor shall be required to carry out removal/shifting of existing utilities at his own cost. As an alternative obligatory requirements are to be met out for which JDA may require the contractor to modify the span configuration at such location out of the standard spans configuration to save the utility(ies) at his own cost.
In exceptional circumstances where, in the opinion of the Engineer In-charge no other option is available to shift the utilities, then cost of such utility identification & shifting will be paid separately or will be executed by JDA directly. No claim as regard to delay in utility diversion will be entertained.
- c) 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.
- d) Site clearance and dismantling of obstructions etc., before commencement of work as specified or as directed;
- e) True and proper setting out and layout of the Works, bench marks and provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed. Conducting load test on piles as per IS-2911- Part IV.
- f) All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed;
- g) The Contractor shall ensure cleanliness of the roads and footpaths by deploying man power for the same. The Contractor shall have to ensure proper brooming, & cleaning of roads and footpaths on all the times throughout the entire stretch till the project duration of the contract including disposal of sewage. Nothing extra shall be payable on this account and the cost of work will be deemed to be included in main work

- h) Day to day cleaning of worksite throughout the execution period.
- i) Clearing of site and handing over of all the Works, as specified or as directed;
- j) Maintenance of the completed Work during the period as specified or as directed.
- k) Submission of completion (i.e. 'As-Built') drawings and other related documents as specified;
- l) Barricading: The contractor shall have to provide steel barricading of 2 m min height as per the drawing provided in the Bid drawing/.Architect with suggested graphics indicating the project work.
- m) 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.
- n) Looking to site constraints, the steel girders including deck slab are to be designed in such a way that it depth should not be more than 1.55 mtr
- o) Minimum vertical clearance between designed road top and bottom of girder should be maintained as 5.50 mtr.
- p) All fabrication of structural steel work should be carried out by Research Designs and Standards Organization (RDSO) approved vendors.

CODAL PROVISIONS BUT NOT LIMITED TO

The design of structural components shall conform to the criteria laid down in the latest editions of the following Codes of Practice and Standard Specifications published up to the last date of receipt of tender form.

(A) Standard Specifications and Codes of Practice to be adopted:

- Section-I, IRC: 5 - 2015 Standard Specifications and Code of Practice for Road Bridges,
- Section I – General Features of Design (Eighth Revision).
- Section-II, IRC: 6 - 2017 Standard Specifications and Code of Practice for Road Bridges,
- Section-II Loads and Load Combinations (Seventh Revision).
- Section-III, IRC: 112 – 2019 Code of Practice for Concrete Road Bridges.
- IRC SP: 105 - 2015 Explanatory Handbook to IRC:112-2011: Code Practice for Concrete Roads Bridges.
- Section-VI IRC: 22 - 2015 Standard Specifications and Code of Practice for Road Bridges, Section VI – Composite Construction (Limit States Design) (Third Revision)
- Section-V, IRC :24 - 2010 Standard Specifications and Code of Practice for Road Bridges, Steel Road Bridges (Limit State Method) Third Revision).
- Section-VII, IRC: 78 - 2014 Standard Specifications and Code of Practice for Road Bridges, Section VII- Foundations and Substructures (Revised Edition).
- IRC:83-2015 (Part-I) Standard Specifications and Code of Practice for Road Bridges, Section IX Bearings, Part I : Roller & Rocker Bearings (Second Revision).
- IRC:83-2015 (Part - II) Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings (Elastomeric Bearings), Part II (First Revision).
- IRC: 83 – 2002 (Part III) Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings, Part III: POT, POTCUM-PTFE, PIN and Metallic Guide Bearings).
- IRC:83-2014 (Part IV) Standard Specifications and Code of Practice for Road Bridges, Section IX – Bearings (Spherical and Cylindrical).

- IRC: 38 - 1988 Guidelines for Design of Horizontal Curves for Highways and Design Tables. (First Revision September-1989).
 - IRC: 87 – 2011 Guidelines for Formwork, Falsework and Temporary Structures (First Revision).
 - IRC SP: 13 – 2004 Guidelines for the Design of small Bridges and Culverts. (First Revision June-2004).
 - IRC SP: 16 – 2004 Guidelines for Surface evenness of Highway pavement (First Revision).
 - IRC SP: 23 - 1983 Vertical Curves for Highways (Reprint September-1989).
 - IRC SP: 37 - 1991 Guidelines for Evaluation of Load Carrying Capacity of Bridges. (Year-1991).
 - IRC SP: 51 - 2015 Guidelines for Load Testing of Bridges (First Revision).
 - IRC: SP: 64 - 2016 Guidelines for the Analysis and Design of cast-in-place Voided slab superstructure (First Revision).
 - IRC: SP: 65 - 2005 Guidelines for Design and Construction of Segmental bridges.
 - IRC: SP: 66 - 2016 Guidelines for Design of Continuous Bridges (First Revision).
 - IRC: SP: 67 - 2005 Guidelines for Use of External and Unbounded Prestressing Tendons in Bridge Structures.
 - IRC: SP-69-2005 Guidelines and Specifications for Expansion Joints.
 - IRC: SP: 70 - 2016 Guidelines for the Use of High Performance Concrete (Including Self Compacting Concrete in Bridges) (First Revision).
 - IRC: SP: 71 - 2006 Guidelines for Design and Construction of Precast Pretensioned Girder for Bridges.
 - IRC: SP: 84 - 2014 Manual for Specification & Standard for Four Lanning of Highways through Public Private Partnership (First Revision).
 - IRC: 65 – 2017 Guidelines for Planning and Design of Roundabouts
 - IRC: 86 – 2018 Geometric Design Standards for Urban Roads and Streets (First Revision)
 - IRC: 92 - 2017 Guidelines for the Design of Interchanges in Urban Areas (First Revision)
 - IRC: 103 - 2012 Guidelines for Pedestrian Facilities (First Revision)
- (B) Any I.R.C. Standard Specifications and Codes of Practice or Criteria for Road Bridges other than "A" above, but published one month prior to last date of issue of tender form.
- (C) For any item not covered by A, and B above, Specifications for Road and Bridge Works published by I.R.C. for Ministry of Road Transport & Highways.
- (D) For items not covered by any of A, B and C above, Standards and Specifications Provisions of I.S.Codes of Practice.
- (E) For Precast Segmental Construction B.S.:5400.
- (F) For Pretension Construction B.S.:5400.
- (G) For any item not covered by any of the above Codes and Specifications, the relevant Provisions from B.S./A.A.S.H.T.O. (L.R.F.D.)/CE-FIB Model Codes 1990.
- (H) For items not covered by any of the above Standards and Specifications, Sound Engineering Practice and Provisions of relevant International Codes shall be referred.

SECTION-V-B
FEASIBILITY STUDY REPORT (FSR)

OUTPUT FROM FEASIBILITY STUDY REPORT

1.1. The Vision

In our endeavor to create an efficient and smart mobility in the city of Jaipur. OTS Circle crossing is a very important crossing as it is one of the gateway from southern and eastern Jaipur into the central Jaipur district.

The central Jaipur district has to be created an example of technology and aesthetics. The design should be a statement of Jaipur art and architecture along with catering to the modern technological need to the traffic designing and planning.

To provide our citizen the benefits of free mobility on the street of Jaipur. OTS Circle alone shall ease the traffic movement of more than 1.8 lakhs people.

1.2. The Genesis

Jaipur, also known as "Pink City" is the capital of Rajasthan State, having population 3,909,000 as per data 2020. The city is in under the process of expansion, horizontal and vertical as well.

The Jaipur city is connected by three major national highways namely -

National Highway 8 (NH-8):-Connects the National Capital Delhi to the financial Capital Mumbai as well as important cities Gurgaon, Jaipur, Ajmer, Udaipur, Vadodara and Surat.

National Highway 52 (NH-52):- Connects Jaipur to Jabalpur as well as important cities Kota, and Bhopal.

National Highway 21 (NH-21):- Connects Bikaner to Agra as well as Jaipur and Bharatpur.

Due to exponential growth of the Jaipur City it has become very necessary to develop infrastructure so as meet present as well as future requirement. The rapid growth of Jaipur city extended Jaipur out of the walled city. From North to South, the expansion of Jaipur runs along the two major parallel roads i.e the Tonk road and (Jawahar Lal Nehru Marg)JLN marg. The areas between these two roads have seen a major development of Jaipur city in terms of Commercial, Institutional, Residential and Industrial sectors. These areas have now become the Central region of Jaipur and add major load on the city in reference of traffic movement and gathering. To ease out the load and make it a face of Jaipur this area can be developed as Jaipur Central District (JCD). The development of JCD will be beneficial to minimize accidents, smooth movement of traffic and it will save the travel time and also Urban art and Urban development will boost tourism and give Jaipur city an international recognition.

The purpose of the study is to investigate the ideas, concept and needs of redevelopment of OTS Circle, so as to eliminate the traffic signal and ease out the traffic flow without interruption.

This junction is highly congested throughout the day especially during peak hours viz:

- 9:00 AM to 11 AM in morning
- 4 PM to 8 PM in evening.

In peak hour, the large volume of traffic is on Jawahar Lal Nehru Marg (From Jawahar Circle to Gandhi Circle, Jawahar Circle to Gopalpura and Gopalpura to Jawahar Circle), which creates the congestion towards Gopalpura

Importance of OTS Circle

OTS junction intersects with JLN Road which is one of the critical locations that carries a high volume of traffic. OTS junction is a 4-legged intersection which majorly connects to Gopalpura, Jhalana-Jagatpura and Malviya nagar and Tilaknagar. OTS Circle is surrounded by institutional and commercial buildings like MNIT college, OTS and HCM RIPA office. Along with important buildings OTS surrounding is also benefitted with public parks – Smritivan and Jaldhara

1.3. The Neighborhood

To achieve an understanding of the complexities and sensitivities of the site a detailed analysis has been undertaken.

The connecting roads carry a major traffic due to the presence of-

- OTS (Government Building)
- MNIT (Government Institution)
- Vidyashram (School)
- Dainik Bhaskar and other commercial buildings
- Hotel Red Fox
- Car Workshops
- Jal Dhara / Smriti Van
- Kalaneri Art Gallery

Government Institutions	School
-------------------------	--------

	
Figure 1: MNIT	Figure 2: Vidyashram
OTS	Hotels
	
Figure 3: OTS	Figure 4: Hotel Red Fox

Commercial Buildings	Public Park
 Figure 5: Dainik Bhaskar Office	 Figure 6: Smriti Van
Bus stops	Jal Dhara



Figure 7:Bus Stop



Figure 8: Swale

Towards Birla Mandir

Towards Jhalana



Figure 9: From Birla Mandir



Figure 10: Towards Jhalana

Towards Jawahar Circle

Towards Gopalpura



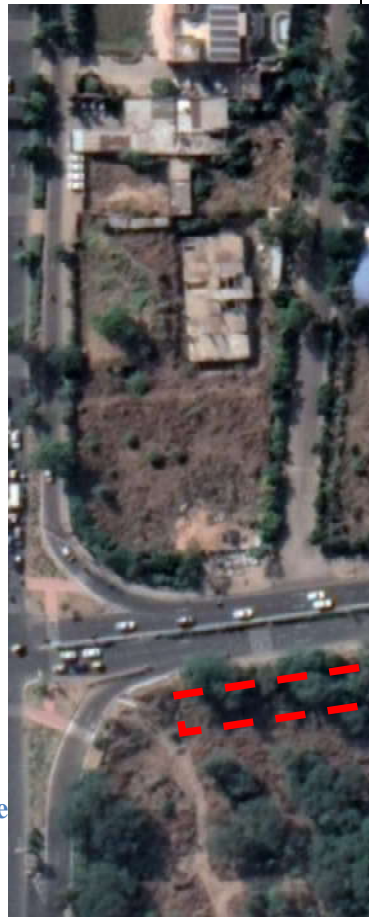
Figure 11: From Jawahar Circle



Figure 12: Bhaskar Flyover

Space near Nallah

Open Services towards Gopalpura road

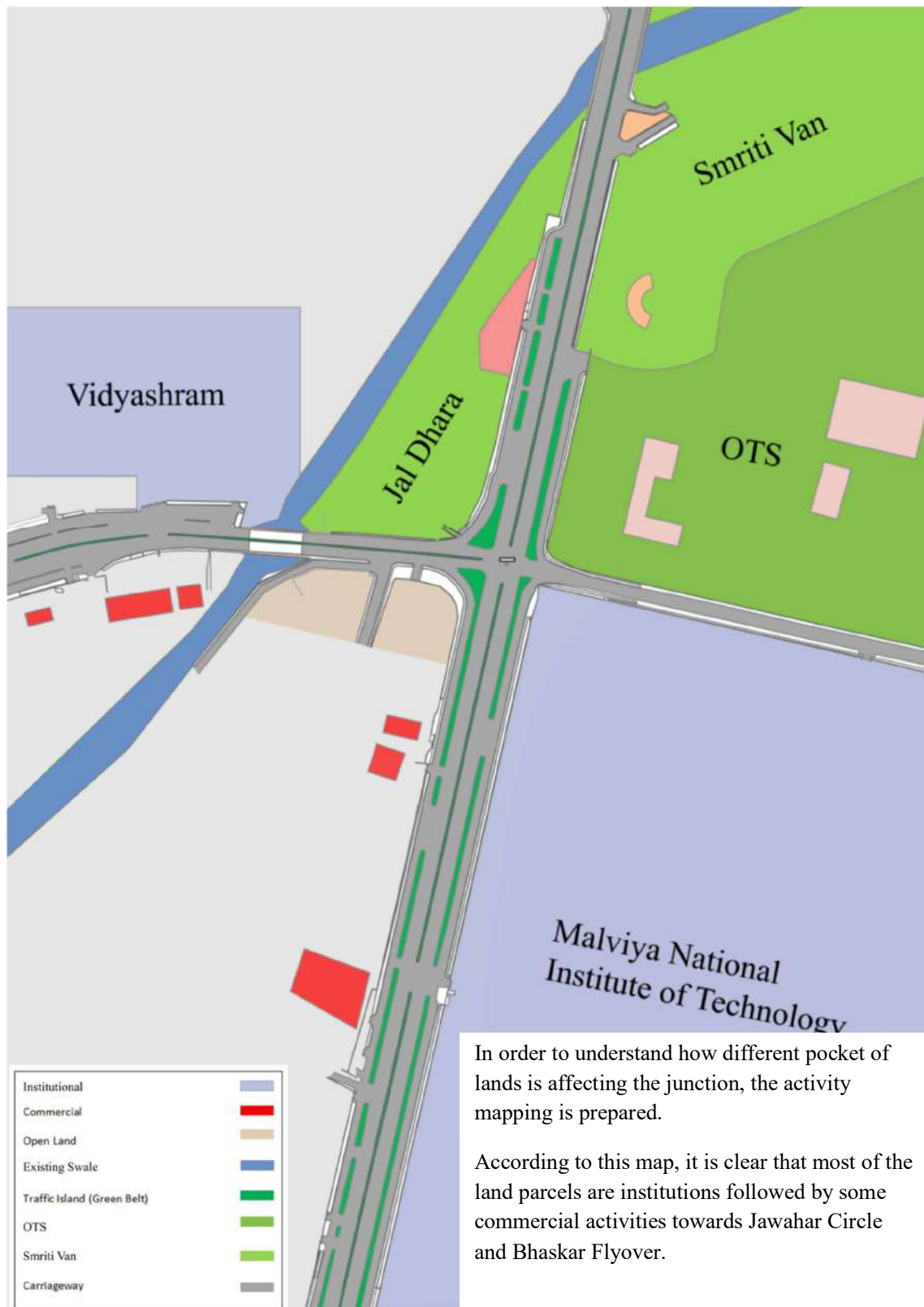


Figure



Figure 14: Exposed Underground Utilities

1.4. Land Usage Plan



In order to understand how different pocket of lands is affecting the junction, the activity mapping is prepared.

According to this map, it is clear that most of the land parcels are institutions followed by some commercial activities towards Jawahar Circle and Bhaskar Flyover.

To Gandhi Circle

A Reconnaissance

These surveys are made preparatory to the construction of the project. They are the basis for preparation of final designs, specifications and to check the feasibility of the proposed design.

Following surveys are carried out to understand the project viability and feasibility:

- Reconnaissance-Physical Observation of Present Scenario
- Topographical survey
- Underground Survey
- Geo Tech Survey
- Traffic Survey
- Drone Videography Survey

By these surveys we will precisely come to know about the land availability, land behavior and underground utilities and to understand the soil nature for structural work for bridges and tunnels.

Also to understand the vehicle movement and the PCU count traffic survey has been done. Drone survey has been performed to understand the pedestrian movement and to add further more clarity of vehicle movement nature.

1.1. Present Scenario

OTS intersection acts as one of the main entry from Malviya nagar, Jhalana and Tonk Road to Jaipur Central District (JCD).

It serves as one of the major connections of Malviya Nagar, Jawahar Nagar, Raja Park and Jagatpura colonies. It is also one of the major intersections of JLN connecting Tonk road via Baskar flyover.

OTS Circle have 4 arms:

- Towards Jawahar Circle, Malviyanagar
- Towards Birla Mandir, Tilak Nagar
- Towards Bhaskar Flyover, Bajaj Nagar
- Towards Jhalana

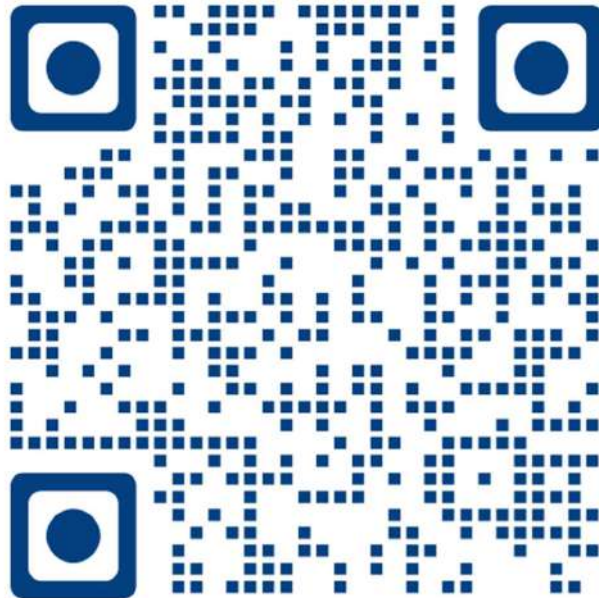


Figure 15: QR code for OTS Circle- Drone Videography



Figure 16: Wider Transport Network Link

Also the connecting roads carry a major traffic due to the presence of hotels, Institution, shopping areas, hospitals etc.



Figure 17: Google Image of OTS Circle

a) **The Difficulties**

Traffic System- Key Factors

- **Congestion and delays**

The geometric design of the intersection is not as per standards and thus a lot of time is required to cross the intersection by the vehicles as well as pedestrians.

Due to increase in traffic via OTS Circle, long queue lengths are observed during the signal timings. Thus a lot of time is wasted waiting for the green signal and crossing the intersection. Increased congestion leads to low operating speeds, delays, Social Stress and environmental pollution.

Min. halt time is 80 sec creating to average 1.8 Lakhs Vehicle per day.



Figure 18: Geometry Design – Addressable Issue

- **Pedestrian system**

OTS Junction acts as one of the major connections to Jhalana, Bajaj Nagar Tilak Nagar and Malviya Nagar- Institutional Industrial & Residential area, thus a lot of pedestrian exchange takes place at the junction. But there exists a lot of haphazard movement.

At present there are:

- No pedestrian facilities
- Faded Zebra crossing alignment
- No pedestrian light for crossings



Figure 19: Unorganized Pedestrian Movement



Figure 20: Faded and Improper demarcation of Zebra crossing

- **Heterogeneity of traffic**

The traffic composition becomes more heterogeneous at B2 Bypass Junction. Slow moving vehicle particularly cycles; small commercial vehicles and Pedestrians are in significant proportion in the traffic flow. This disrupts the fast and smooth traffic movement. The intersection performance

especially the right turning movements of traffic under mixed traffic conditions are considerably affected.

- **Signage and Road Marking**

Directional signage (arrows/locations) was not as per IRC which leads to chaotic movement.

No clear lane markings, including display of arrows (for instance, left turn), vehicles go from extreme left to right, and block traffic. There is no lane discipline at all.

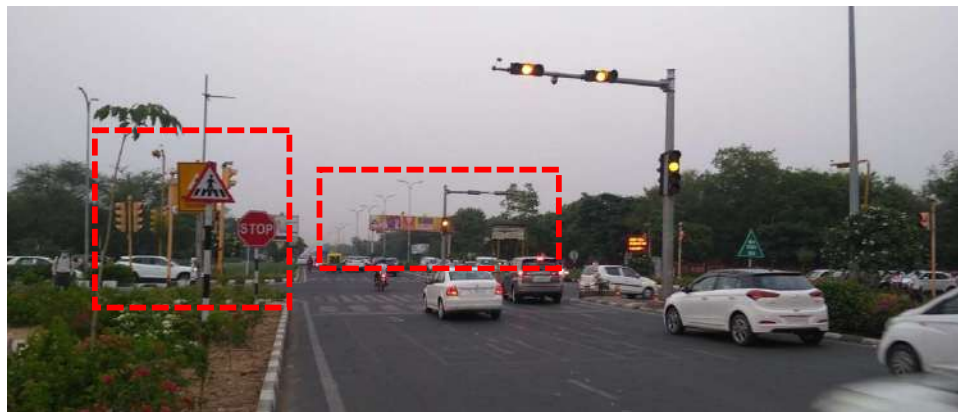


Figure 21: Inadequate and Unaesthetic Signage

- **Traffic Management**

The strongest issue which emerged during the consultations in traffic and transport sector was related to inadequate and improper traffic management. The problem halted from the fact that there was a lack of road sense among the drivers. The traffic was said to be apathetic towards cases of indiscipline with no strong penalties being charged. With incorporation of traffic light free junction, the indiscipline of traffic will automatically eliminated

Public Transport System and Intermediate Transport System

As OTS junction acts a major junction, there are many public transport routes via this intersection. There is an urgent need to design the bus and taxi stands as in current scenario, the public transport vehicles stops anywhere even in between the junction.

Services

Uneven Drain Cover and Open Storm Drain; Uneven road slopes are the major issues which also cause accidents at the junctions



Figure 22: Desired Drain Cover

b) The Constraints

- Width of the existing carriage way viz a viz multilane requirement of ascending and descending clovers and cable state bridge
- **Land availability for overhead structures/ clovers.**
Some strips of land from OTS will be required for enhancing the overall geometry of the roadway.
- **Bus Stop:**
Existing location of the bus stop contributes to a lot of congestion at the intersection. Therefore the location of the public transport and intermediate public transport stops need to be shifted.
- **Road width towards Baskar flyover**
The availability of road width on nallah aqueduct is not sufficient for multilane design

c) The Forecast

The no traffic lights junction will lead to faster, easier, and smoother movement of vehicles. The congestion caused earlier because of the long waiting queues at the traffic signals will no longer be the scenario. This continuous movement will reduce the steady pollution levels and its deposition over the surrounding built up, thus making the environment a little better and healthier than before. It will also reduce the possible number of collisions because of very less or no overlapping junctions. This will also save a lot of money in terms of fuel because of no stopping time at the junctions. Since, there is no stopping, the continuous flow of traffic will help in making the vehicles more fuel efficient and thus, more cost effective. The introduction of proper and clearer signage will lead to more clarity and minimal confusions in terms of direction sense, specially where there are multi-level roads. The added horticulture and urban art feature will further elevate the positive ambiance and provide calmness to the people. Moreover, this improvement in Horticulture will enhance the oxygen levels of the site and thus improve the overall air quality.

Dedicated lanes, proper signage, and traffic signal free street also promotes the ease of travel and make it more efficient. The Social Stress levels (Road rage) will now practically come to zero because of no jams or stopping at even the junctions.



Figure 23: Hassel free non-clashing Traffic movement

1.5. The Topographical Study and Survey

A topographic or topographical land survey shows the height, depth, size and location of any manmade or natural features on a given parcel of land, as well as the changes or contours in elevation throughout the parcel.

Topographical Survey is conducted by various methods:

- Global positioning system (GPS) unit
- Electronic distance measurement (EDM) Total station theodolite (TST) is used to determine the locations of features shown on the plan. A topographic survey shows existing features, property lines, and contour lines that indicate the lay of the land.

Total station is a surveying equipment combination of Electromagnetic Distance Measuring Instrument and electronic theodolite. It is also integrated with microprocessor, electronic data collector and storage system. The instrument can be used to measure horizontal and vertical angles as well as sloping distance of object to the instrument.

Distance Measurement:

Electronic distance measuring (EDM) instrument is a major part of total station. Its range varies from 2.8 km to 4.2 km. **The accuracy of measurement varies from 5 mm to 10 mm per km measurement.** They are used with automatic target recognizer. The distance measured is always sloping distance from instrument to the object.

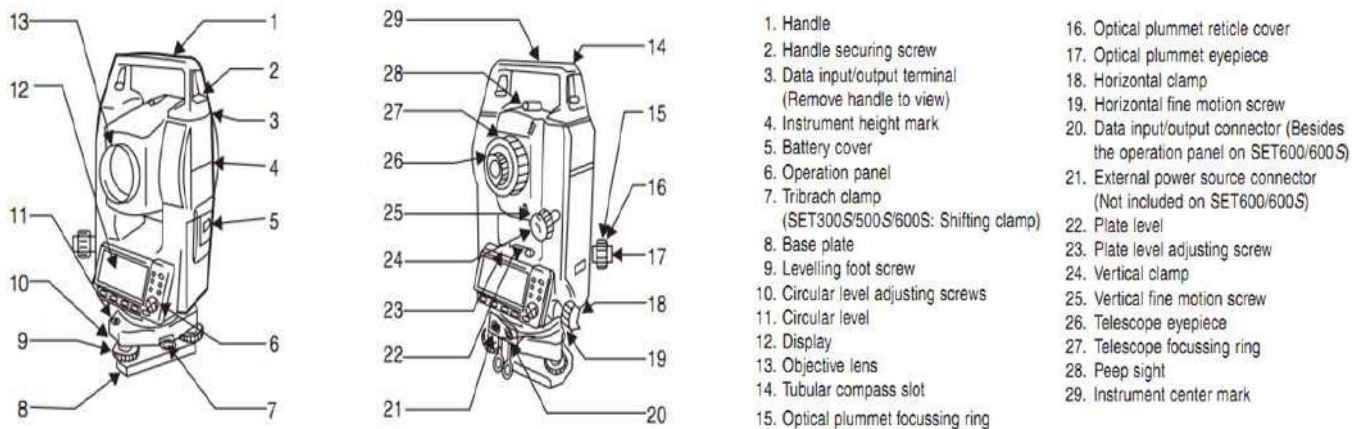


Figure 24: Total Station Instrument

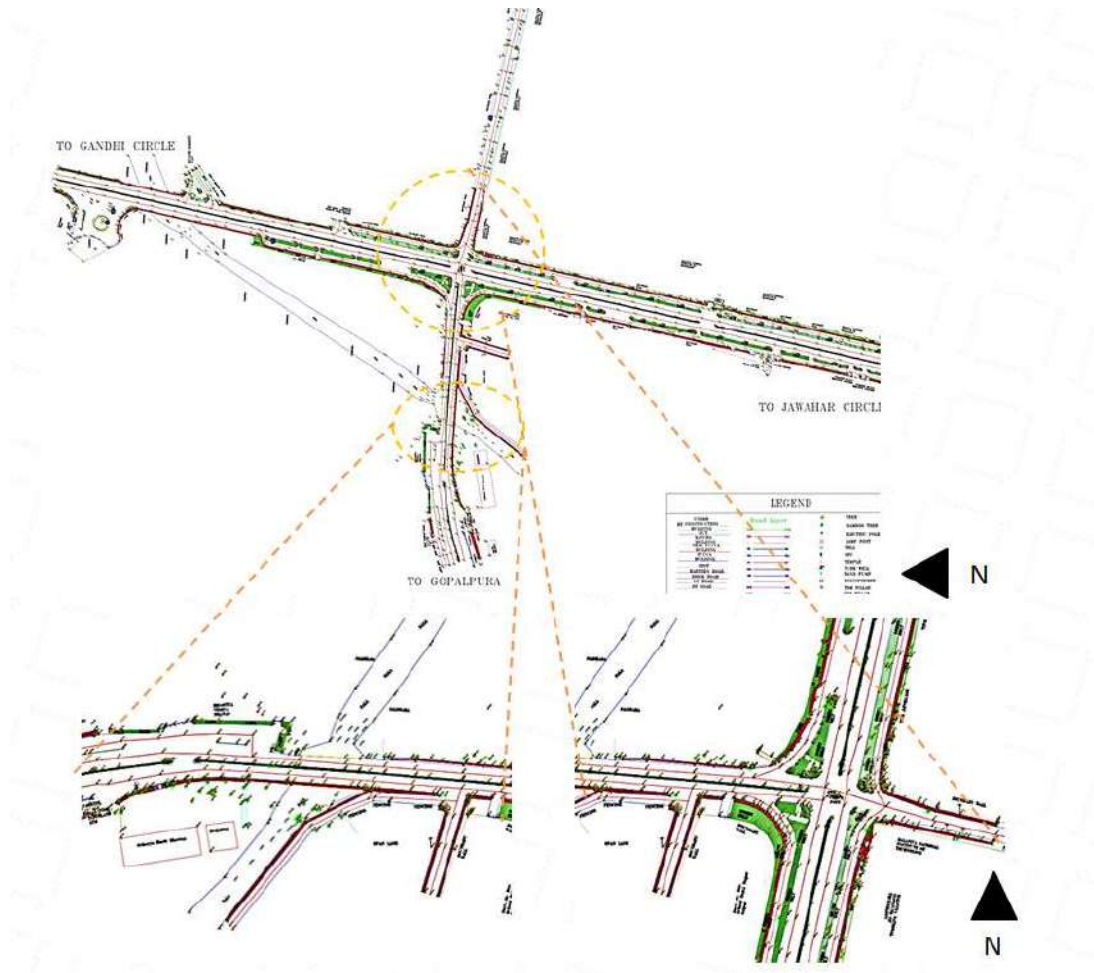


Figure 25: Total Station Survey image

The Inferences:

The topographical survey highlights the land availability and their contour levels. This finally led to following inferences drawn from the exercises-

1. The land available in the adjoining intersections forming a triangle of larger width allows the possibility of slip lane or multilane design
2. The contours allows that the water drainage of the proposed pedestrian underpass and general flow of storm water on the junction can easily diverted to the Nallah (Jaldhara)
3. The levels allows the development of Cable Bridge in north south corridor
4. The gradient although from sloping for north to south and from east to west allows the min height requirement of IRC both of Cable Bridge and overhead clover bridges.
5. The width available with some land acquisition allows the multilane development of underpass and clover bridges



1.1. Geo-Tech Study

Undisturbed soil samples and SPT-N values upto 15m depth for 3 boreholes at OTS Circle were taken for conducting various geotechnical laboratory test and SBC calculations. Summary of boreholes has been tabulated below in Table 1.

Bore Holes	Depth	Water Table	Safe frictional capacity of Pile (Ton)
BH-1	15 m	Not available till 15 m	89.9
BH-2	15 m	Not available till 15 m	67.4
BH-3	15 m	Not available till 15 m	87.1

Table 1: Summary of Bore Holes

Following are the Soil test parameters and result-

Sr. No	Parameters	Result
1	Type of Soil	Cohensionless up to 10m
2	Safe Soil Bearing capacity	24.71 t/m ²
3	Allowable Frictional Capacity of Pile (KN)	898
4	Water table level below ground level	22.5

Table 2: Soil parameters

The Inferences:

The soil investigation suggests no deformities or abnormal soil strata which require a special provision or treatment for the structural design.

Whatever data's available has been attached with the bid document and is for reference purpose only. This information is being made available to the contractor in good faith and the contractor is advised to conduct soil investigation independently as may be considered necessary by him before quoting rates in the Bid.

1.6. The Underground Services Network

Utility mapping is used to determine the location of utilities like pipework or wires buried underground. It's a vital part of the civil engineering process, saving time and money on costly reparative work and delays caused by striking utilities. With an accurate utility map, project planners can accurately project costs for work to be done.

Over the past few decades, the Subsurface Utility Engineering (SUE) sector has developed ways of tackling the challenges associated with locating and mapping underground utility infrastructure. Geophysical technology is used alongside non-technical means such as historical records to gather as much subsurface infrastructure information as possible.

The technologies involved vary, but the most common are:

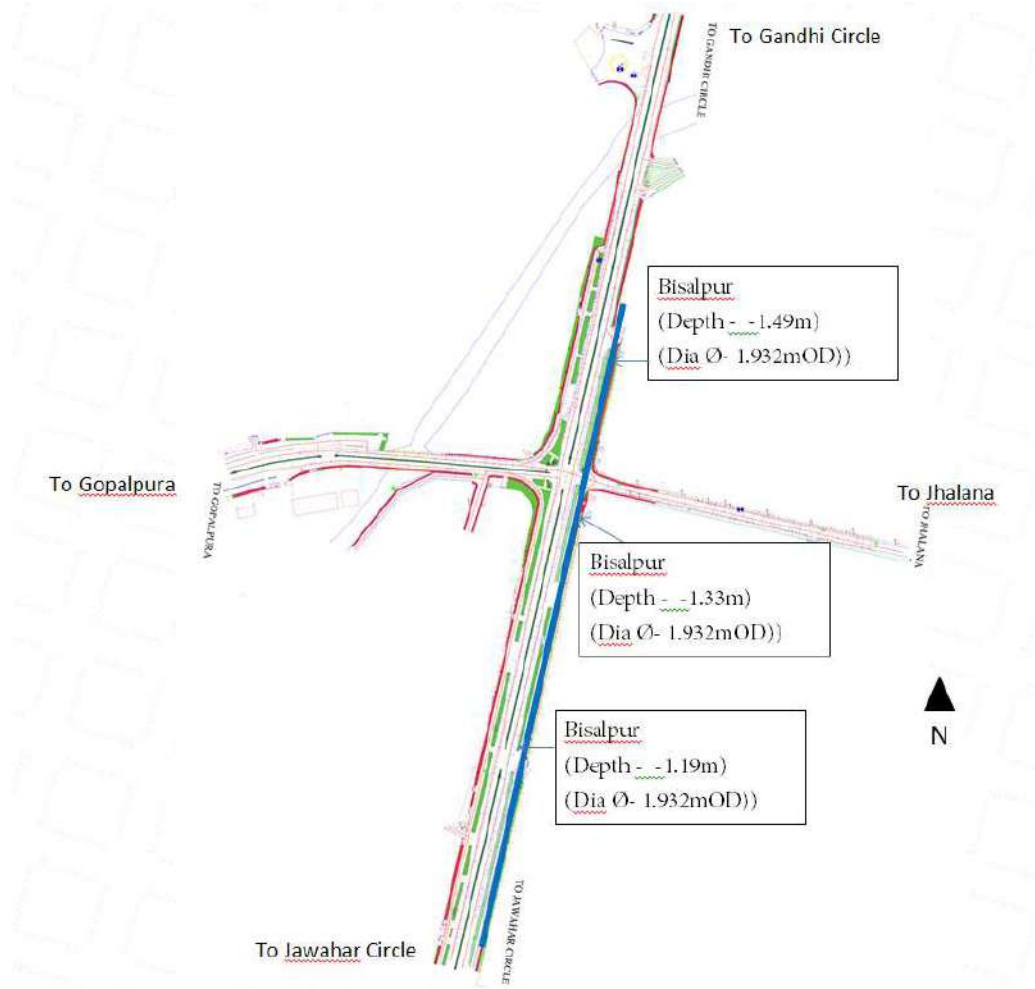
- **Electromagnetic Induction (EMI):**
An alternative to the more popular Ground Penetrating Radar (GPR) method, EMI uses an electrical current – supplied by a transmitter – to induce a primary magnetic field. A receiver is set to the right frequency, and deflections of the magnetic field are identified, locating subsurface utilities. EMI can be useful in environments where GPR would be hindered by high-moisture soil, but it can be affected by overlying metal objects.
- **Ground Penetrating Radar (GPR):**
GPR is the method of choice for utility mapping. It emits directional electromagnetic waves in the MHz and GHz frequency range and uses the signal return to identify where subsurface utility infrastructure is located.

GPR Technology is limited so that data accuracy will be up to 70% and is depended on soil strata.

Underground GPR Surveys has been done; as per survey drawing, all cables and line were haphazardly laying under the earth without any trench or proper treatment. Following cable and line as per underground survey:

- **Electric Cables and OFC cables-** Bunch of OFC and Electric cable are running from Gandhi Circle to Jawahar Circle and from Gopalpura to Jhalana. So, trench for all those cables and line is proposed.
- **Bisalpur Water Line-** Bisalpur water line is running from Jawahar Circle to Ramnivas Bagh. The Depth of Bisalpur Line is varies from 2000mm to 1100mm and the diameter is more than 1900mm. The proposal is carried out in such a manner that the Bisalpur line is untouched and undisturbed.

The underground services need to be recheck with the PHED department for the certain line looking into the limitation of ultra sound technology which may timely misleading the certain percentages



1.1. Traffic Study and Survey

The traffic survey was conducted using videography technique in which the 24 hour traffic movement in all directions across the junction was recorded for peak and off-peak days. The data for turning movement count and hourly traffic movement was then analyzed by a team on software. The turning movements from each leg was analyzed and presented in the TMC diagram. Also a detailed analysis of fast moving vehicles and slow moving vehicles for 15 minutes interval was conducted for a detailed understanding.

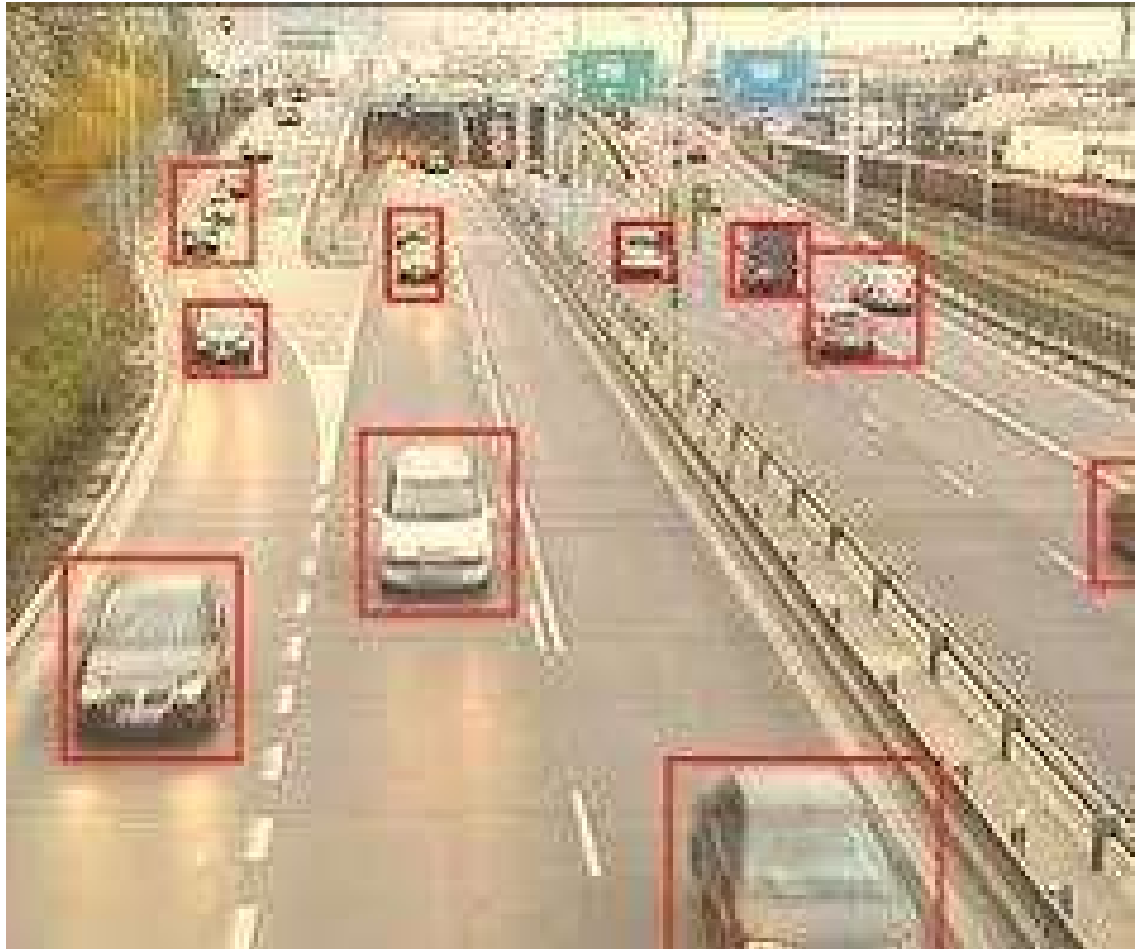


Figure 26: Traffic Count System

Traffic Survey Tables

		Name of Road (24 hour Traffic Count)									
TIME		LEG-JAWAHAR CIRCLE		LEG-GOPALPURA		LEG-GANDHI CIRCLE		LEG-JHALANA		INTERSECTION	
		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
		Vehicle s	PCU	Vehicles	PCU	Vehicles	PCU	Vehicles	PCU	Vehicles	PCU
10.00	11.00	7634	5849	2508	2643	2881	2883	739	1269	13762	12644
11.00	12.00	8484	6378	2394	3239	3198	3053	686	1416	14762	14086
12.00	13.00	7846	5988	2339	2640	2942	2880	823	1011	13950	12519
13.00	14.00	6396	4802	1994	2010	2159	2336	445	704	10994	9852
14.00	15.00	4753	3608	1423	1364	1856	1643	274	443	8306	7058
15.00	16.00	2695	2140	882	762	1143	721	230	199	4950	3822
16.00	17.00	1315	1078	402	212	699	389	99	68	2515	1747
17.00	18.00	619	527	199	70	354	121	62	16	1234	734
18.00	19.00	293	244	63	51	171	94	28	18	555	407
19.00	20.00	173	138	37	17	77	77	12	12	299	244
20.00	21.00	164	137	45	34	89	50	10	7	308	228
21.00	22.00	246	208	55	46	133	47	24	14	458	315
22.00	23.00	493	397	137	150	162	120	83	69	875	736
23.00	0.00	1057	825	331	318	356	325	107	172	1851	1640
0.00	1.00	2095	1557	497	828	788	893	268	454	3648	3732
0.00	2.00	3586	2550	1102	1605	1172	1566	477	879	6337	6600
1.00	3.00	6431	4509	1920	3315	2040	2712	669	1380	11060	11916

2.0 0	4.0 0	7431	5464	2313	3170	2833	3186	739	123 9	1331 6	1305 9
3.0 0	5.0 0	6764	5081	2249	2314	2651	2968	697	919	1236 1	1128 2
4.0 0	6.0 0	6346	4722	2034	2160	2404	2891	595	703	1137 9	1047 6
5.0 0	7.0 0	6537	4856	2232	2135	2483	2835	649	736	1190 1	1056 2
6.0 0	8.0 0	6311	4749	2076	2067	2524	2714	630	782	1154 1	1031 2
7.0 0	9.0 0	6848	5269	2148	2070	2709	2682	682	716	1238 7	1073 7
8.0 0	10. 00	6597	4987	2205	2169	2335	2505	713	824	1185 0	1048 5
Total		101,114	76,058	31,585	35,389	38,159	39,691	9,741	14,050	180,599	165,188

Table 3: Traffic and PCU Count on Weekday

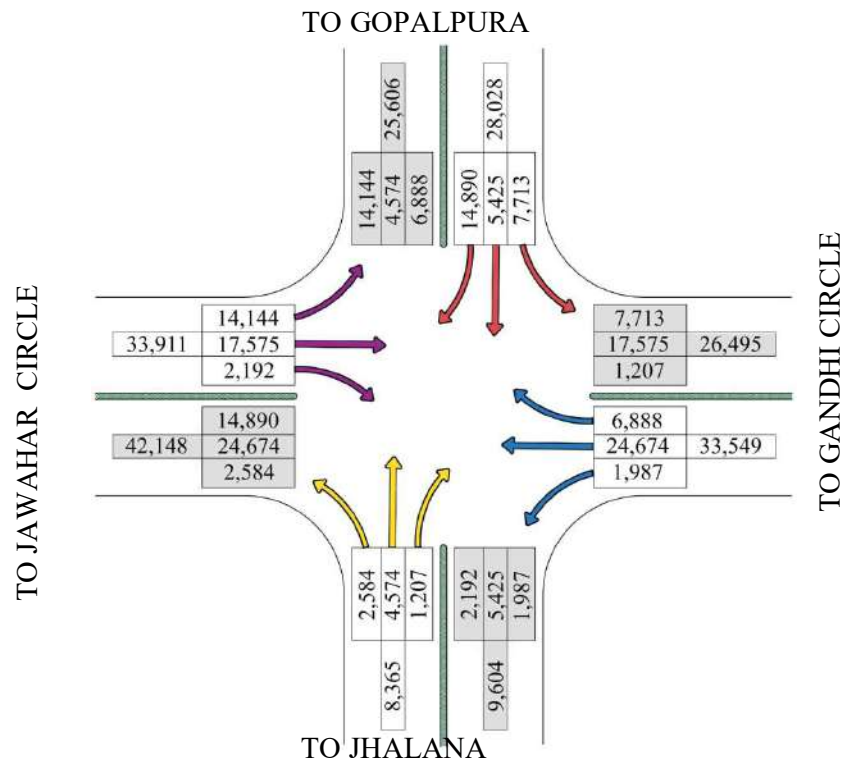
Name of Road (24 hour Traffic Count)											
TIME		LEG-JAWAHAR CIRCLE		LEG-GOPALPUR A		LEG-GANDHI CIRCLE		LEG-JHALAN A		INTERSE CTION	
		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
		Vehicle s	PCU	Vehic les	PCU	Vehicl es	PCU	Vehi cles	PC U	Vehi cles	PC U
10.00	11.00	1469	1096	424	442	462	574	145	188	2500	2300
11.00	12.00	2324	1703	618	767	798	918	260	290	4000	3678
12.00	13.00	3003	2249	825	864	1114	1116	344	391	5286	4620
13.00	14.00	4261	3063	1123	1449	1432	1645	433	645	7249	6802
14.00	15.00	4670	3416	1317	1401	1846	2034	516	630	8349	7481
15.00	16.00	5134	3874	1616	1355	2210	2120	552	518	9512	7867
16.00	17.00	5196	4035	1665	1420	2309	1961	597	588	9767	8004
17.00	18.00	5540	4273	1566	1401	2565	2087	484	489	10155	8250
18.00	19.00	5555	4288	1564	1295	2426	2148	488	547	10033	8278
19.00	20.00	5389	4215	1507	1118	2430	1964	510	432	9836	7729
20.00	21.00	5460	4250	1697	1246	2549	1956	490	494	10196	7946
21.00	22.00	6562	5056	1778	1482	2938	2305	509	568	11787	9411
22.00	23.00	7104	5594	2010	1792	3456	2574	599	637	13169	10597
23.00	0.00	6282	4892	1951	1609	2839	2254	559	576	11631	9331
0.00	1.00	6355	4930	1832	1299	2807	2305	439	455	11433	8989
0.00	2.00	5225	4035	1283	1014	2316	2011	351	351	9175	7411
1.00	3.00	4162	3244	1103	685	1884	1573	242	270	7391	5772
2.00	4.00	2085	1715	601	370	1064	547	144	131	3894	2763
3.00	5.00	789	656	226	145	448	181	86	49	1549	1031
4.00	6.00	352	313	125	49	219	93	43	16	739	471
5.00	7.00	142	110	52	24	72	62	23	8	289	204

0	0										
6.0	8.0	139	105	42	26	45	48	18	8	244	187
0	0										
7.0	9.0	258	222	71	30	126	45	42	24	497	321
0	0										
8.0	10.	589	483	178	124	252	174	95	53	1114	834
0	00										
Total		88,045	67,812	25,174	21,407	38,607	32,695	7,969	8,358	159,795	130,272

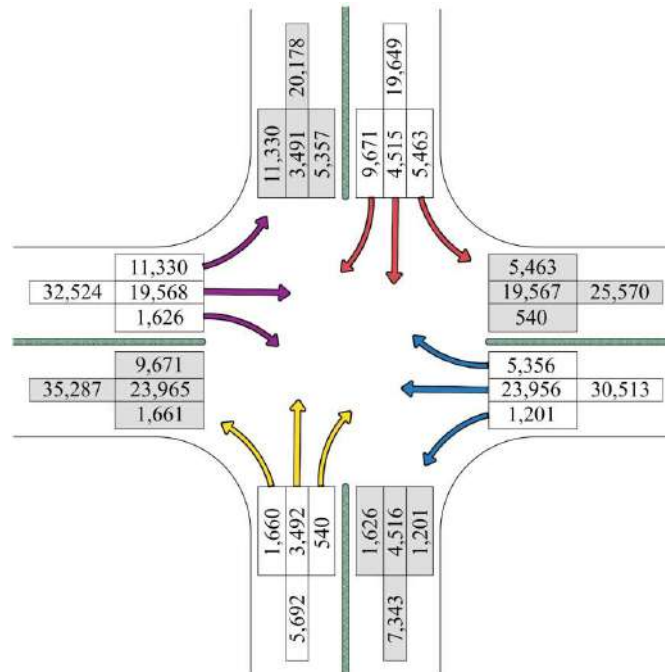
Table 4: Traffic and PCU Count on Weekend

The detail per 15 min analysis of the same is also carried out and it's enclosed in in Annexure II

The turning movement count at OTS Circle was conducted and analyzed and the results are shown in Figure 58 and Figure 59. The survey was conducted for both peak and off-peak days and 24-hour count was taken for the analysis purpose.



Traffic Movement Count on Weekdays



Traffic Movement Count on Weekends

It has been identified that the turning manoeuvres at the junction are burdened with huge traffic volume.

The route from Jawahar circle to Gopalpura and the route from Gandhi Circle to Jawahar Circle and Gopalpura have been observed to be having the highest traffic density. From the analysis it has also been observed that the 24 hour traffic volume count from all legs of the junction is 1.6 lakh PCU's on peak day and 1.13 lakh PCU's on off-peak day. The vehicle distribution study shows that maximum user of the intersection are cars and two-wheelers.

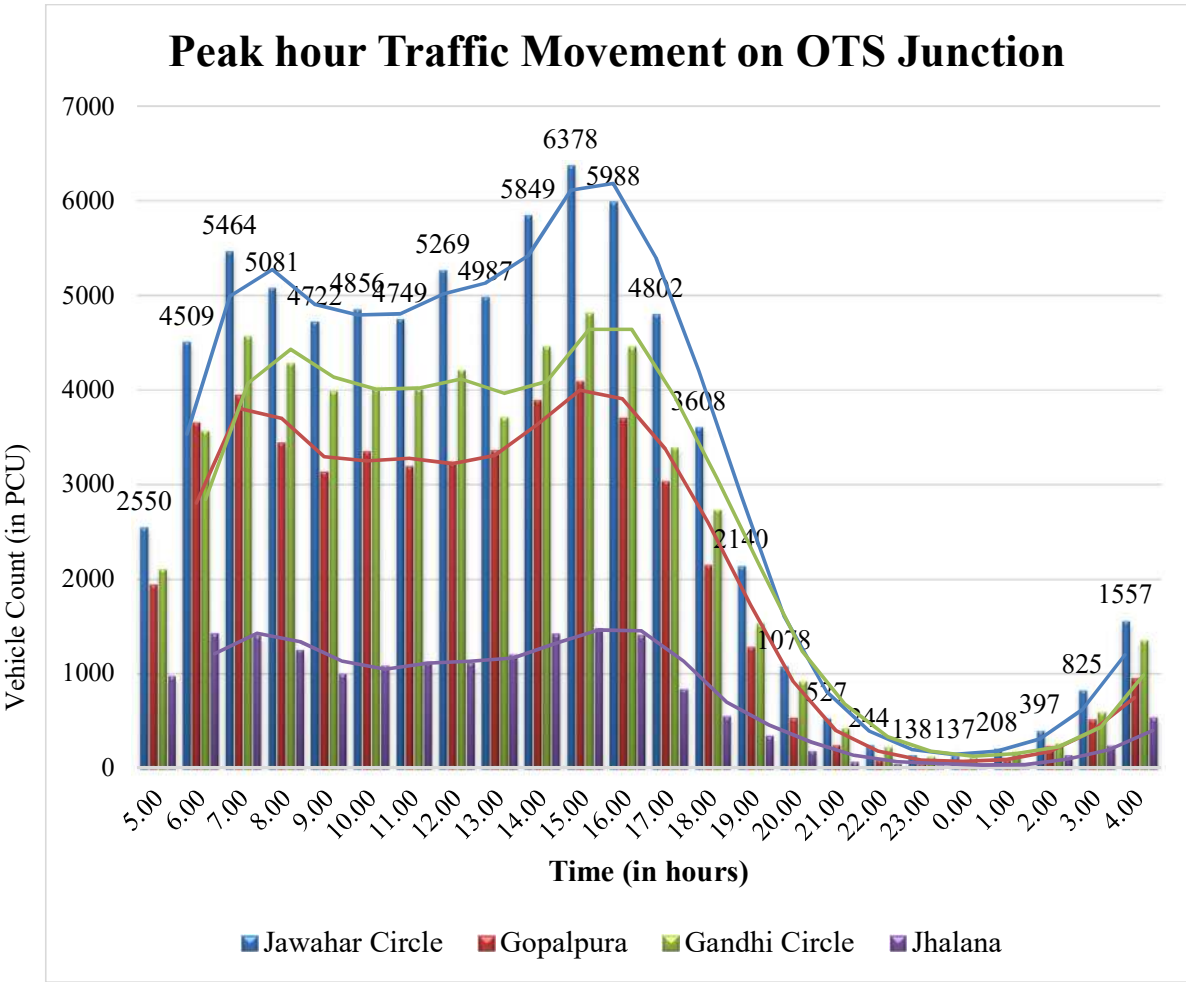
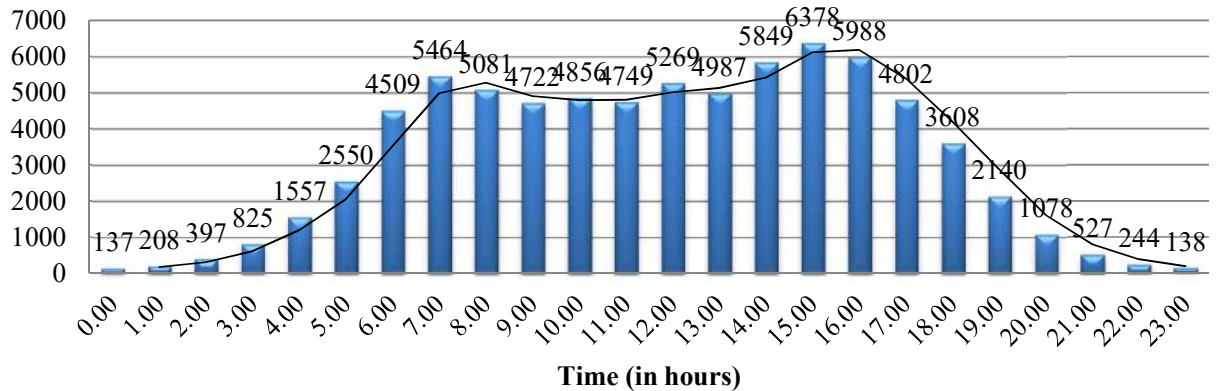


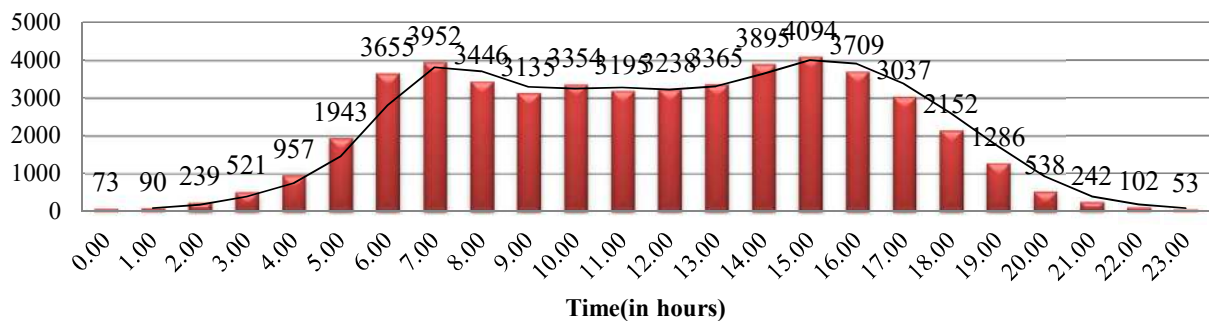
Figure 27: Traffic Volume Count at OTS Circle- Bar Chat

Traffic Volume based on Road wise at OTS Circle

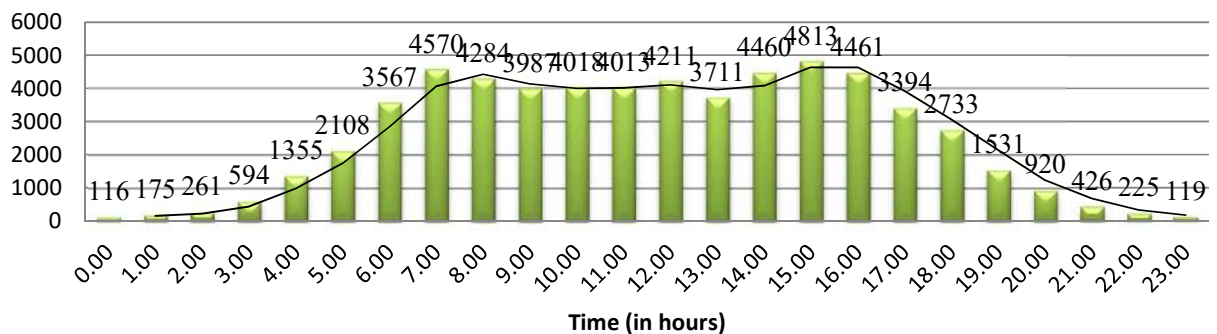
Time graph of traffic from Jawahar Circle

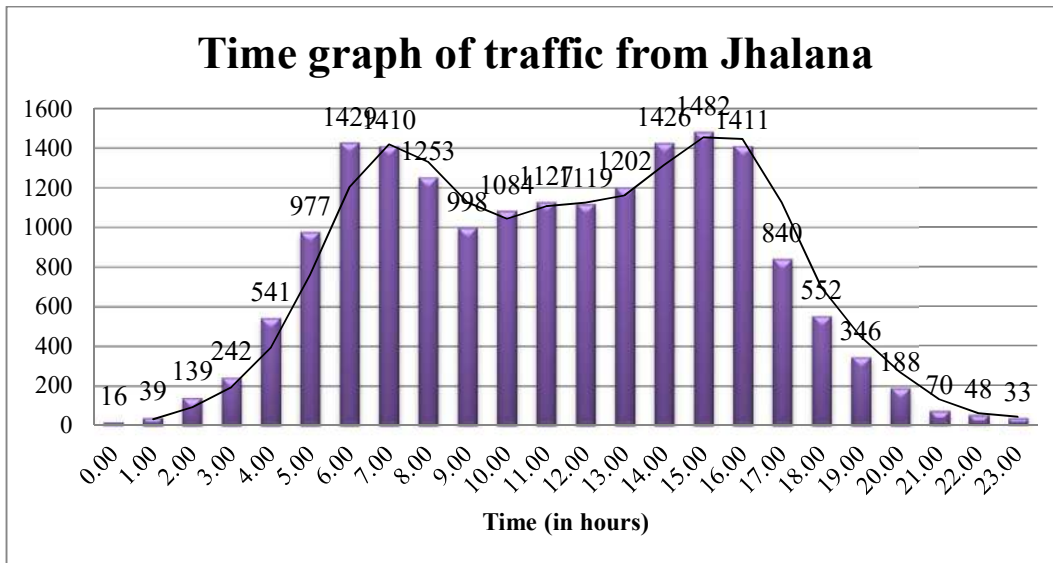


Time graph of traffic from Gopalpura



Time graph of traffic from Gandhi Circle





Traffic Volume based on Vehicle Wise at OTS Circle

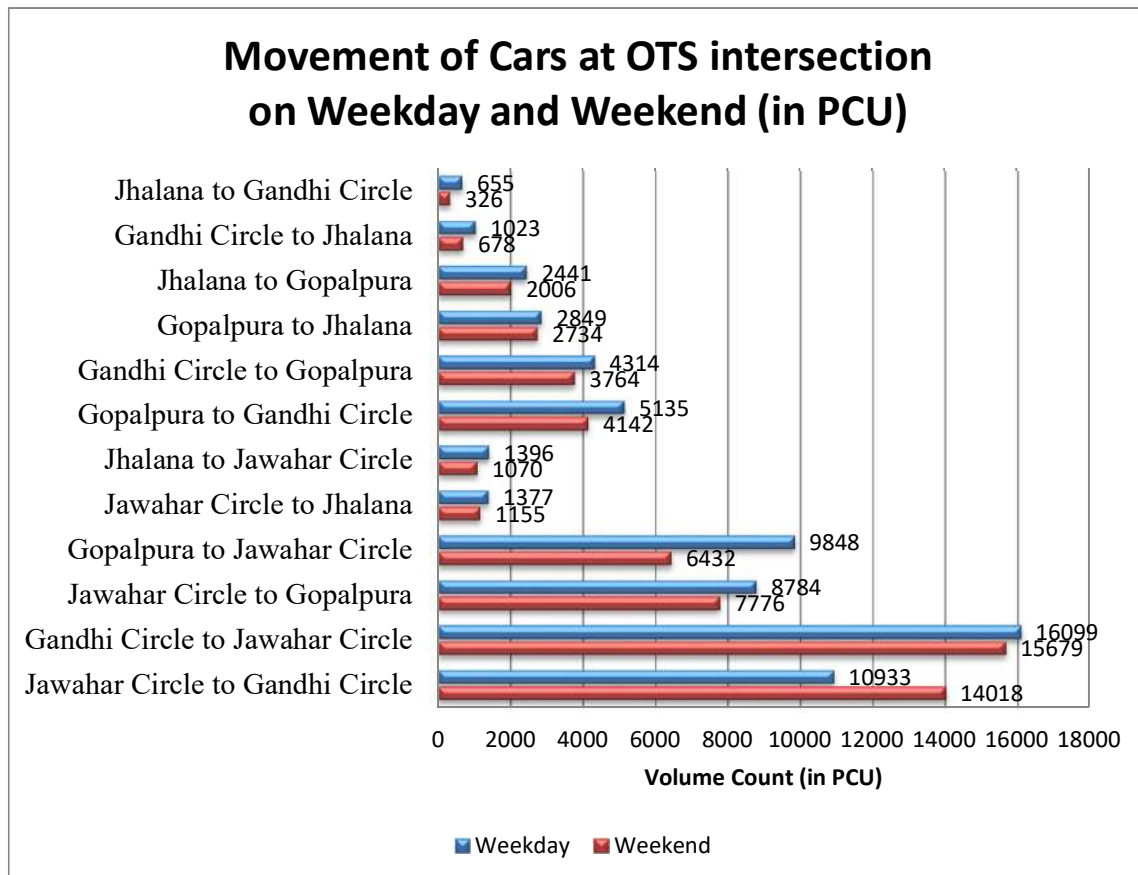


Figure 28: Car Volume Count (24 hr)

Movement of Two Wheelers at OTS intersection on Weekday and Weekend (in PCU)

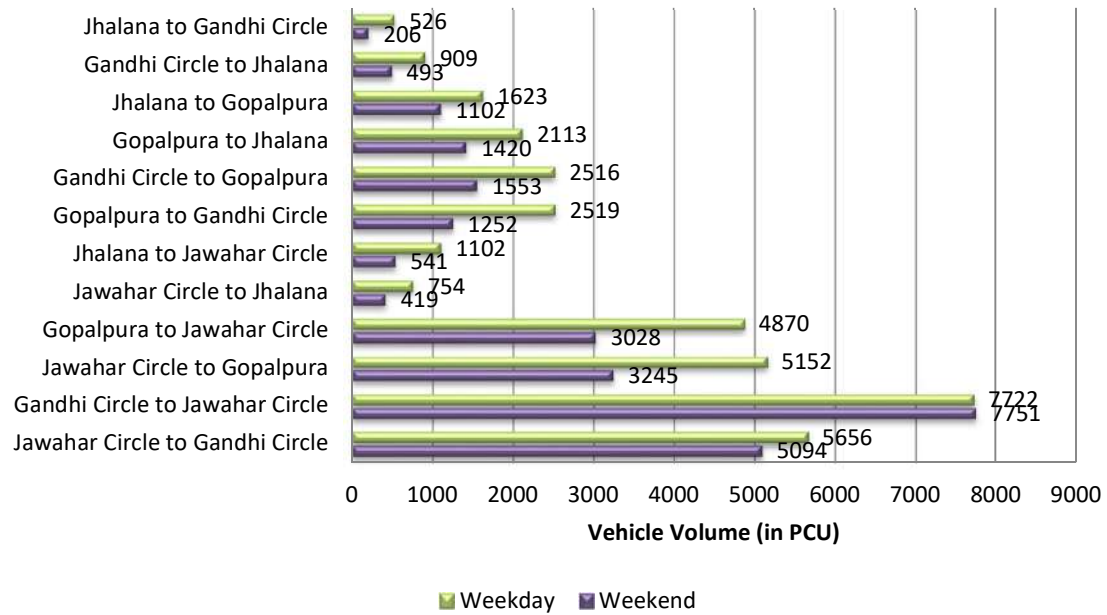


Figure 29: 2-Wheeler Volume Count

Mixed Traffic a reality at OTC Circle

The following clearly show the substantive representation of various modes of transport. OTS Circle being one of the important junction of the Jaipur central district it at present invites heavy vehicles and mid-size vehicles. With the construction of the ring road of Jaipur probably in the times to come the movement of the truck in day time would be reduced to negligible but during late night hours addressing to the city need and the material transportation with in the Jaipur Central district truck would remain the reality at OTS Circle



Figure 30: Mixed Traffic

CLASSIFIED JUNCTION VOLUME COUNT SURVEY													
Name of Road		OTS CIRCLE		Direction:			To		Jawahar Circle				
Location:		TMC_03					Date & Day		18-Mar-21		Thursday		
VEHICLE TYPE		Total Fast Vehicles					Total Slow Vehicles					TOTAL	PCUS
		CARS, TAXI, TEMPOS, AUTO RICKSHAW, TRACTOR AND	MOTOR CYCLE, SCOOTERS	AGRICULTURE TRACTOR, LCV, Mini Bus	2 AXLE TRUCK, BUSES	TRACTOR TRAILOR, TRUCK TRAILOR UNITS (3 AXLE AND MORE)	CYCLES	CYCLE RICKSHAW	HAND CART	HORSE DRAWN	BULLOCK CORTS		
PCU		1	0.5	1.5	3	4.5	0.5	1.5	3	4	8		
17.00	17.15	594	542	4	2	0	4	0	0	0	0	1146	879
17.15	17.30	634	547	3	2	0	4	0	0	0	0	1190	920
17.30	17.45	543	528	4	5	0	10	0	0	0	0	1090	833
17.45	18.00	522	514	4	7	0	15	0	0	0	0	1062	814
18.00	18.15	597	610	8	4	0	6	0	0	0	0	1225	929
18.15	18.30	596	612	6	0	0	4	0	0	0	0	1218	913
18.30	18.45	724	569	3	1	0	10	0	0	0	0	1307	1021
18.45	19.00	742	661	2	0	0	10	0	0	0	0	1415	1081
19.00	19.15	544	481	1	0	0	7	0	0	0	0	1033	790
19.15	19.30	612	549	5	0	0	6	0	0	0	0	1172	897
19.30	19.45	634	510	2	0	0	8	0	0	0	0	1154	896
19.45	20.00	621	553	2	0	0	2	0	0	0	0	1178	902
20.00	20.15	548	578	1	1	0	2	0	0	0	0	1130	840

00	15												3
20. 15	20. 30	575	650	5	0	0	0	0	0	0	0	1230	90 8
20. 30	20. 45	442	490	1	0	0	8	0	0	0	0	941	69 3
20. 45	21. 00	451	479	2	0	0	5	0	0	0	0	937	69 6
21. 00	21. 15	371	438	1	0	0	7	0	0	0	0	817	59 5
21. 15	21. 30	338	378	3	0	0	7	0	0	0	0	726	53 5
21. 30	21. 45	393	350	0	0	0	7	0	0	0	0	750	57 2
21. 45	22. 00	439	269	2	0	0	1	0	0	0	0	711	57 7
22. 00	22. 15	234	164	0	2	0	0	0	0	0	0	400	32 2
22. 15	22. 30	203	174	1	0	0	0	0	0	0	0	378	29 2
22. 30	22. 45	233	147	1	0	0	2	0	0	0	0	383	30 9
22. 45	23. 00	181	167	3	0	0	3	0	0	0	0	354	27 1
23. 00	23. 15	112	63	0	0	0	0	0	0	0	0	175	14 4
23. 15	23. 30	112	63	0	0	0	0	0	0	0	0	175	14 4
23. 30	23. 45	115	55	0	2	0	0	0	0	0	0	172	14 9
23. 45	0.0 0	116	50	0	0	0	0	0	0	0	0	166	14 1
0.0 0	0.1 5	89	25	0	0	0	0	0	0	0	0	114	10 2
0.1 5	0.3 0	92	24	0	0	0	0	0	0	0	0	116	10 4
0.3 0	0.4 5	40	18	0	0	0	1	0	0	0	0	59	50
0.4 5	1.0 0	31	16	0	0	0	0	0	0	0	0	47	39
1.0 0	1.1 5	35	6	0	0	0	0	0	0	0	0	41	38
1.1 5	1.3 0	27	5	0	0	0	0	0	0	0	0	32	30
1.3	1.4	25	14	0	0	0	0	0	0	0	0	39	32

0	5												
1.4	2.0												
5	0	18	17	0	0	0	0	0	0	0	0	35	27
2.0	2.1												
0	5	22	12	0	0	0	0	0	0	0	0	34	28
2.1	2.3												
5	0	12	11	0	0	0	0	0	0	0	0	23	18
2.3	2.4												
0	5	14	10	1	0	0	0	0	0	0	0	25	21
2.4	3.0												
5	0	8	10	0	0	0	0	0	0	0	0	18	13
3.0	3.1												
0	5	15	8	2	0	0	0	0	0	0	0	25	22
3.1	3.3												
5	0	15	10	3	0	0	0	0	0	0	0	28	25
3.3	3.4												
0	5	14	9	0	0	0	0	0	0	0	0	23	19
3.4	4.0												
5	0	8	11	0	0	0	0	0	0	0	0	19	14
4.0	4.1												
0	5	23	12	1	0	0	0	0	0	0	0	36	31
4.1	4.3												
5	0	14	11	0	0	0	0	0	0	0	0	25	20
4.3	4.4												
0	5	41	15	1	0	0	0	0	0	0	0	57	50
4.4	5.0												
5	0	42	14	0	0	0	0	0	0	0	0	56	49
5.0	5.1												
0	5	33	19	1	0	0	0	0	0	0	0	53	44
5.1	5.3												
5	0	31	19	0	0	0	0	0	0	0	0	50	41
5.3	5.4												
0	5	56	32	5	1	0	0	0	0	0	0	94	83
5.4	6.0												
5	0	44	33	3	0	0	0	0	0	0	0	80	65
6.0	6.1												
0	5	75	35	1	0	0	10	0	0	0	0	121	99
6.1	6.3												
5	0	76	31	0	0	0	9	0	0	0	0	116	96
6.3	6.4												
0	5	87	50	4	0	0	14	0	0	0	0	155	125
6.4	7.0												
5	0	68	55	1	0	0	11	0	0	0	0	135	103
7.0	7.1												
		81	101	4	1	0	19	0	0	0	0	206	15

0	5												0
7.1	7.3												13
5	0	85	92	0	0	0	15	0	0	0	0	192	9
7.3	7.4												22
0	5	136	151	3	2	0	11	0	0	0	0	303	8
7.4	8.0												23
5	0	145	146	5	2	0	9	0	0	0	0	307	6
8.0	8.1												29
0	5	171	213	3	0	0	18	0	0	0	0	405	1
8.1	8.3												26
5	0	145	223	3	0	0	15	0	0	0	0	386	9
8.3	8.4												43
0	5	242	327	4	1	0	29	3	0	0	0	606	4
8.4	9.0												45
5	0	247	366	8	0	0	34	0	0	0	0	655	9
9.0	9.1												55
0	5	276	480	9	1	0	35	2	0	0	0	803	3
9.1	9.3												52
5	0	256	486	3	0	0	36	0	0	0	0	781	2
9.3	9.4												47
0	5	238	430	8	2	0	15	0	0	0	0	693	9
9.4	10.												49
5	00	241	462	9	1	0	13	0	0	0	0	726	5
10.	10.												62
00	15	373	459	10	1	0	9	0	0	0	0	852	5
10.	10.												65
15	30	345	568	12	0	0	7	0	0	0	0	932	1
10.	10.												56
30	45	324	448	6	0	0	9	0	0	0	0	787	2
10.	11.												57
45	00	330	466	4	0	0	8	0	0	0	0	808	3
11.	11.												68
00	15	424	476	8	1	0	11	0	0	0	0	920	3
11.	11.												65
15	30	405	457	13	0	0	11	0	0	0	0	886	9
11.	11.												71
30	45	470	442	9	1	0	11	0	0	0	0	933	3
11.	12.												65
45	00	431	415	10	0	0	10	0	0	0	0	866	9
12.	12.												65
00	15	410	438	14	0	1	6	0	0	0	0	869	8
12.	12.												55
15	30	342	388	10	0	0	4	0	0	0	0	744	3
12.	12.												60
		370	421	11	0	0	6	0	0	0	0	808	

30	45												0
12.	13.												59
45	00	370	418	10	0	0	2	0	0	0	0	800	5
13.	13.												76
00	15	492	496	13	0	0	6	0	0	0	0	1007	3
13.	13.												74
15	30	456	533	10	0	0	7	0	0	0	0	1006	1
13.	13.												57
30	45	371	354	10	1	0	7	0	0	0	0	743	0
13.	14.												58
45	00	379	380	6	0	0	6	0	0	0	0	771	1
14.	14.												56
00	15	339	408	10	3	0	4	0	0	0	0	764	9
14.	14.												55
15	30	337	397	8	3	0	1	0	0	0	0	746	7
14.	14.												63
30	45	413	376	13	3	0	5	1	0	0	0	811	4
14.	15.												63
45	00	422	408	4	0	0	6	0	0	0	0	840	5
15.	15.												67
00	15	474	372	8	1	0	6	0	0	0	0	861	8
15.	15.												73
15	30	508	423	9	0	0	4	0	0	0	0	944	5
15.	15.												77
30	45	500	507	10	0	0	12	0	0	0	0	1029	5
15.	16.												75
45	00	512	428	12	0	0	12	0	0	0	0	964	0
16.	16.												76
00	15	495	493	10	1	0	12	1	0	0	0	1012	7
16.	16.												78
15	30	511	501	9	0	0	10	0	0	0	0	1031	0
16.	16.												70
30	45	498	377	8	1	0	6	3	0	0	0	893	9
16.	17.												68
45	00	498	336	9	0	0	7	1	0	0	0	851	5
Total		27343	27385	412	53	1	627	11	0	0	0	55832	42147

I.6.A. The Design Options

a) The First Scribbles

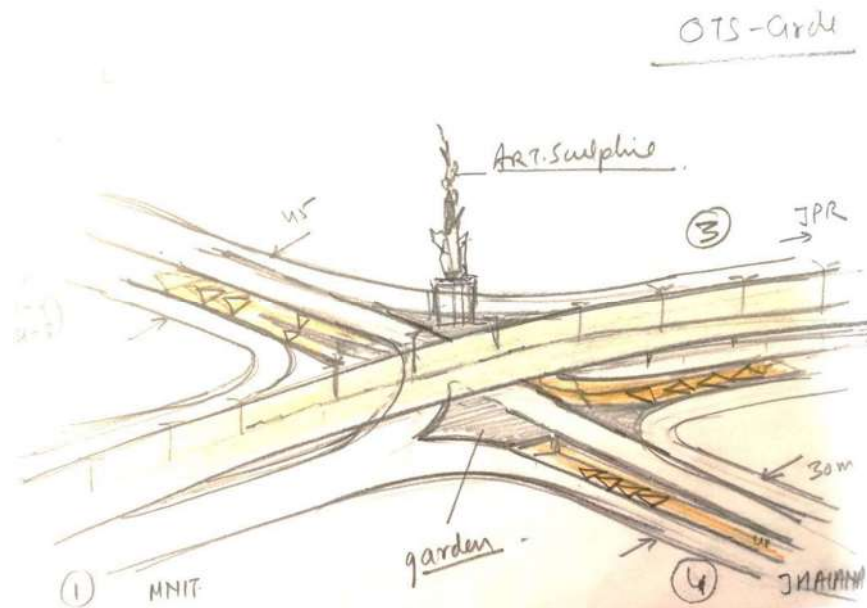


Figure 31: Conceptual Sketch-1

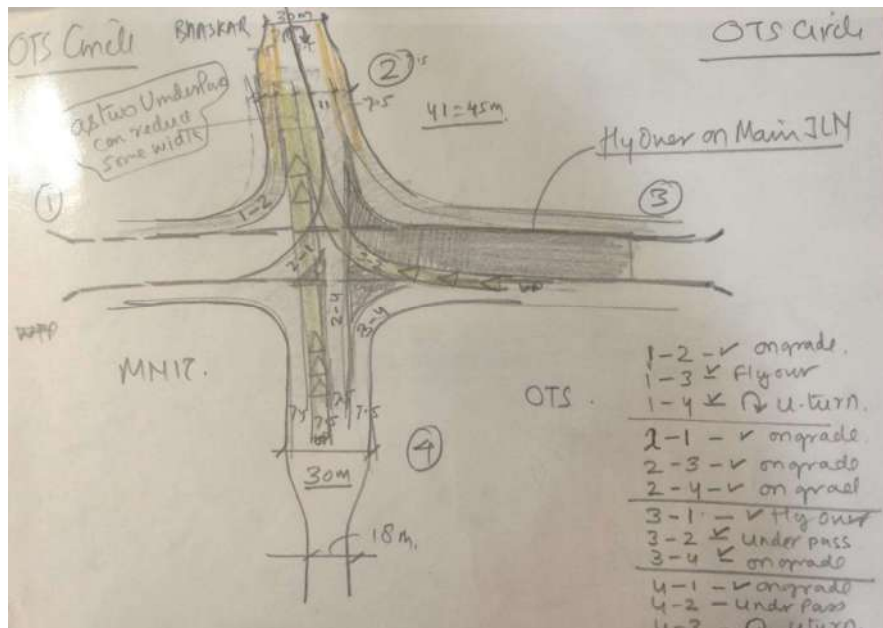


Figure 32: Conceptual Sketch-2

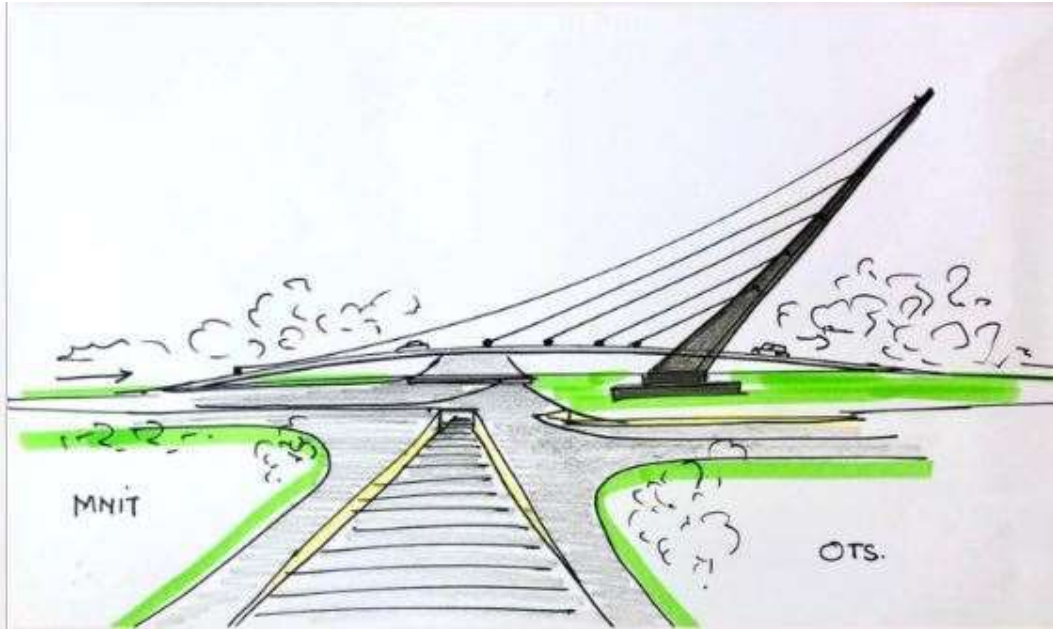


Figure 33: Conceptual Sketch-3



Figure 34: Initial Proposal



Figure 35: Initial Conceptual 3 D view



Figure 36: Initial Conceptual 3 D view

Deterrence towards Underpasses Construction

For solving the traffic congestion issue and providing smooth flow of traffic, one more option was considered during planning. The construction of two underpasses, one from Gopalpura leg towards Jawahar Circle and other from Gandhi Circle leg towards gopalpura would have eased the turning traffic along with an elevated flyover over JLN marg.

This option had one constraint of shifting of Bisalpur water pipeline which is running parallel to JLN Marg towards MNIT and OTS the pipeline is at a depth of 1.1m to 1.4 m and having a diameter of 1.93m.also, the existing Nallah running parallel to JLN Marg towards Gopalpura leg acts as a constraint for the entry and exit ramp design of the underpasses. The width of the road towards Gopalpura is also narrow for constructing multiple underpasses.

Thus, the construction of Vehicular underpasses was not proposed for OTS junction.

I.6.B. The Recommendation

In order to resolve these above mentioned and additional detailed problems, some steps which are being taken are -

- Traffic Light Free Junction
- Construction of Pedestrian and Cyclist Underpass
- Art gallery for Pedestrian and Cyclist underpass
- Public and Intermediate Public Transport System
- High Quality Road Marking and Proper Signage as per IRC standards and Advertisement signage
- Proper Public amenities
- Horticulture and Street Furniture
- Waste Management System
- GPS system
- A unique cable bridge
- Grade separator for traffic movement
- Smart flyovers
- Green Clover and bridge
- Landscaping and Illumination under Bridge

On the leg towards Gopalpura, we may consider following two options:

- 1) The current traffic survey reports shows that very less traffic is moving from Jhalana road towards Gandhi Circle and from Jawahar Circle to Jhalana. So, the proposed design does not recommended a grade separated interchange to be constructed below a traffic volume of 5000 PCU in a day.
- 2) Considering an upgradation in the traffic volume from Jhalana to Gandhi Circle and from Jawahar Circle to Jhalana, a clover may be designed above the Nallah aqueduct towards Gopalpura. The clover will be of 8.5 m width and having a total length of 240 m. The Clover design will be as per IRC specifications and will provided a good lateral and carriageway clearance without disturbing any abutting structure.

Proposed Codal Provisions:

Sr. No.	Issues	Codal Provision
1	Traffic Delay at Intersection	
	The signals will be removed keeping in view of traffic light free city which will ensure	IRC: 92-2017.

	smooth, safe and fast movement of the users.	
2	Haphazard pedestrian movement	
	The dedicated Underpass pedestrian crossing is proposed	IRC: 103-2012.
3	Ill designed intersection	
	Grade separator structure is proposed	IRC: 92-2017.
4	Absence of proper bus stand and taxi stands	
	The bus stops and intermediate public transport stops is designed	IRC: 86-2018.
5	High levels of Air and Noise Pollution	
	Proper landscaping and noise barriers is designed	IRC:SP:21-2009.
6	Pavement markings	
	Painting of pavement markings is proposed	IRC:35-2015
7	Insufficient night visibility	
	Improving the lightning effects and placement of road delineators	IRC:79-2019
8	Signage	
	Placement of proper signages	IRC: 67-2012
9	Urban Beautification and Horticulture	
	Guidelines on Landscaping and tree Plantations	IRC:SP:21-2009
10	Smart Solutions	
	Intelligence Transport Smart	IRC:SP:110-2017

Table 5: Recommended Codal Provisions

a) Arrived Solution for Pedestrian Movement

The proposed subway will serve the public in such a way that, crossing of the highway can be done in very convenient and safe way. Also, these underpasses are best suited than foot over bridges in all aspects such as economical point of view and also the free fearless usage. Sometimes theses subways provide a clear access for pedestrians to pass through underground rather than passing by bridge stairs. So, we can recommend these widely for future construction especially in developing places.

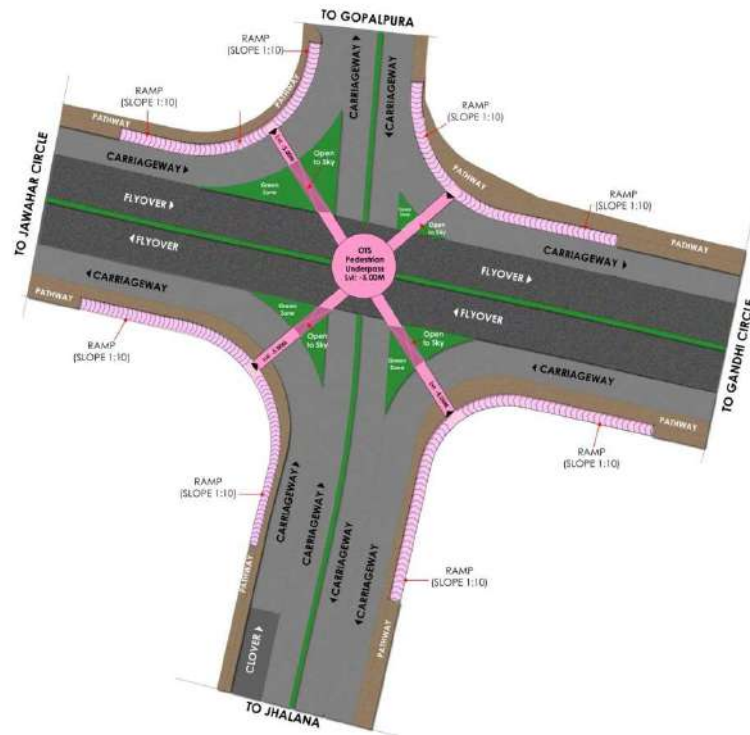


Figure 37: Proposed Pedestrian Crossing Plan

The proposed subway is also for the cycle movement as well as for disable friendly movement, for which ramps and proper slopes are proposed.



Figure 38: Reference images for Pedestrian and Cyclist subway (Art Gallery)



Figure 39: Sketch of Underpass for Pedestrian and Cycle Movement

b) Water Management

The water management is study in two parts :

- a) the storm water drainage of at grade and overhead structure
- b) Water drainage of Pedestrian underpass
- c) Drip irrigation/ garden watering

The existing contour levels and the proposed design allows suitable water drainage without any problem to the desired destination, the water to be drain off to the nearby Nallah.

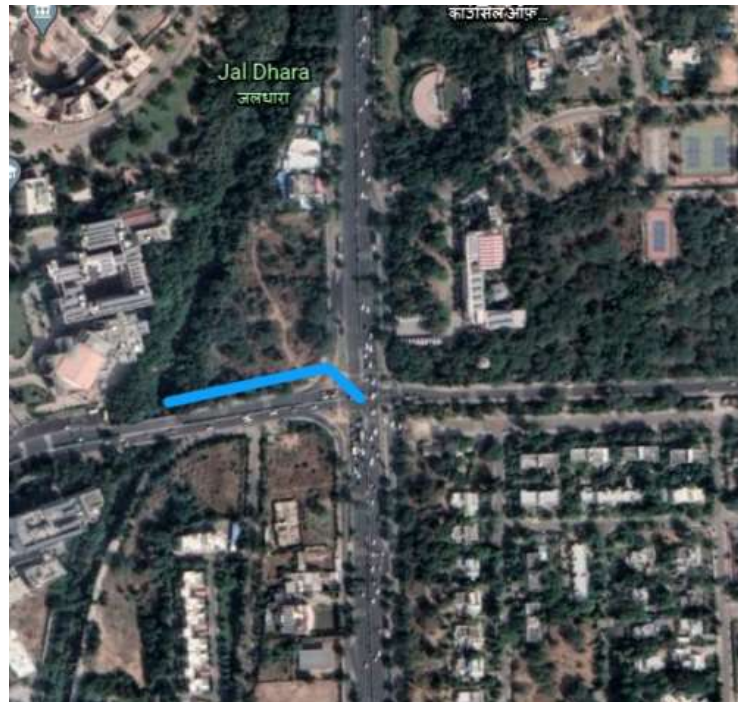


Figure 40: Rain Water Management

c) Traffic Engineering Aspects

Smooth transition from one lane to other is essential. The movement for the same should be safe and proper visibility must be there. The merging and diverging of the traffic lanes will be designed as per IRC norms and proper merging and diverging lengths will be considered for the same.

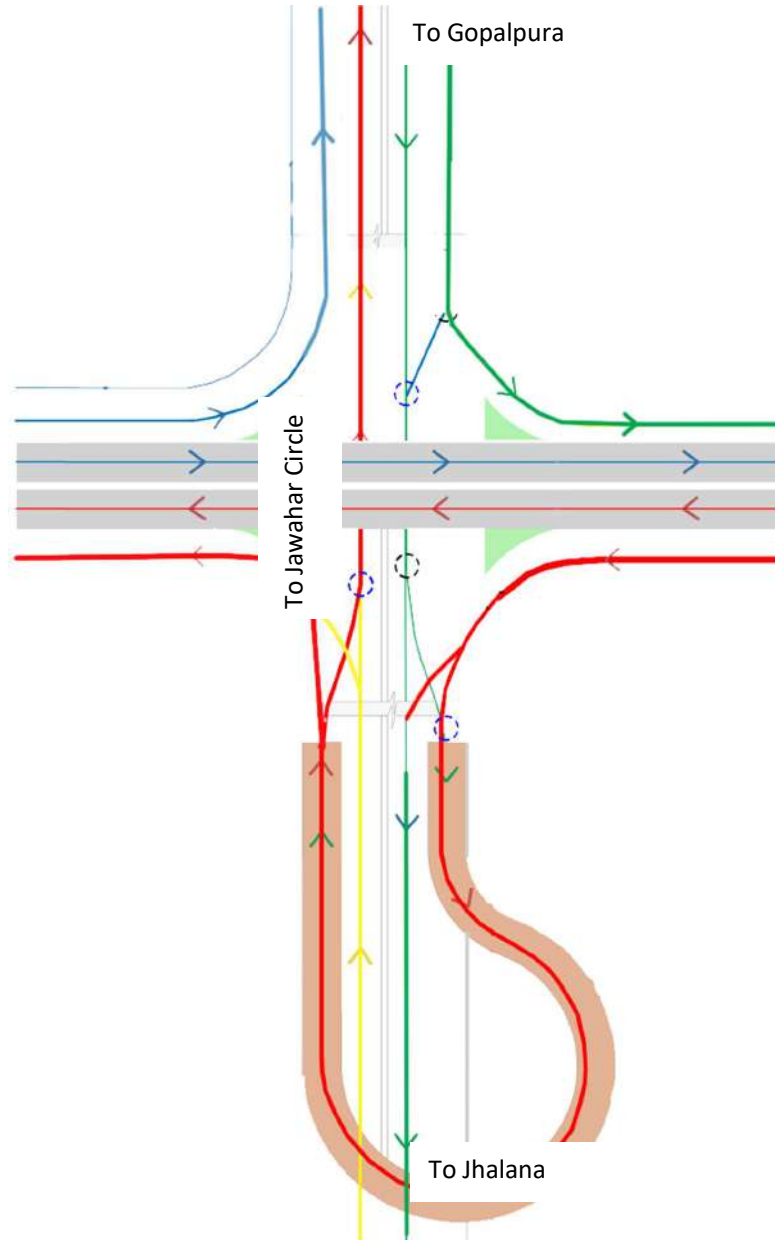


Figure 41: Proposed Traffic Movement

d) Disaster Management

The proposed will take due consideration of the disaster mitigation at junction including drainage, road safety etc. Specially designed SOS Emergency call boxes installation will be proposed at the junction which can be used by the users in case of any mishappening. Also all such amenities will be directly accessed by the police control room for immediate action to the problem.

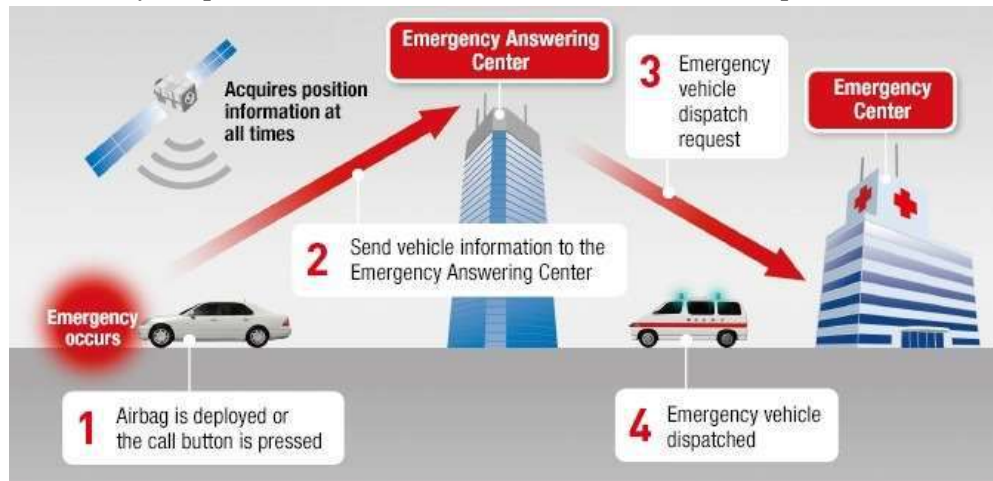


Figure 42: Disaster management graphics

e) Smart Infrastructure Planning

The following applications of the ITS will be very helpful:

- *Intelligent cities – IT based traffic diversion system to prevent movement in area of temporary creating congestion.*
- *Congestion maps and travel time estimates* - These help commuters in route selection.
- *Public transport information* - Information about arrival of public transport helps in choice of travel mode and reduces wait delays.
- *Individual vehicle management* - Getting information about parking places or estimates of carbon footprint help owners of private vehicles.
- *Accident handling and Incident detection* - Emergency services after accidents are a vital necessity. Pinpointing locations of accidents or vehicle breakdown is important to handle the emergency situations.
- *Vehicle classification* – Knowing what kind of vehicles, and in what proportions, ply a certain road stretch, helps to choose appropriate road width and pavement materials.
- *Monitoring* - Pollution and road quality monitoring are necessary for taking corrective measures.
- *Revenue collection* - Toll taxes for infrastructure maintenance and fines for rule enforcement need to be collected.

- *Historical traffic data* - Long term data helps to plan new infrastructure, calibrate public transport timings and routes and so on.
- *Public announcement* and communication of important news and regulation
- Traffic Education
- *Wifi* –in our pursuit to make Jaipur a wifi city the beginning will be made with these intersections



Figure 43: Reference Image for IT based Solution

f) Public Transport and Intermediate Public Transport System

Bus bay is a proposed on the side of a road where buses or taxis may pull out of the flow of traffic to pick up and drop off passengers. It is indented into the sidewalk or other pedestrian area. With a bus bay, the goal is to not block traffic while the bus or public vehicle (Taxi, auto etc) is stopped.



Figure 44: Suggested Bus Shelter

g) Solar Powered Mobile Charging

All the entry of pedestrian crossover will have solar power mobile stations



Figure 45: Solar Powered mobile charging stations

h) Lighting and Illumination

The project will be adorned with heritage lighting in accordance to the architectural design maintaining a universal character for all the new projects being done for Jaipur. A signature series specially design for the city of Jaipur will be promoted to installed at all the new locations. The lighting is based on the old heritage lighting concept of Jaipur. The concrete and other structure will have relationship with contemporary art will be lit with LED strips and wash lightings to create illumination aesthetics for the city of Jaipur.

- Street Lights and Pedestrian Lights



Figure 46: Post top lantern on slip lane and bracket lights for underpass

- Clover Flyover Lighting
The proposed clover are going to be art objects and the illumination of the same will be a source of immense creative energy in the city of Jaipur.

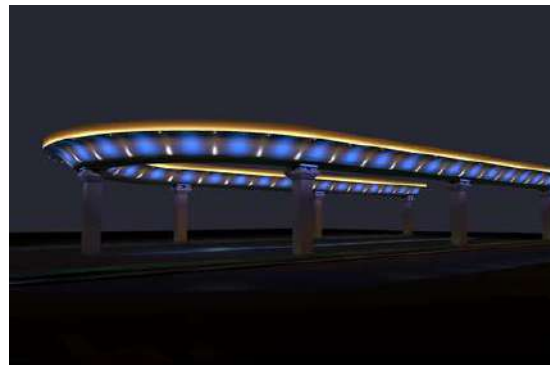


Figure 47: Reference Images for Flyover Lighting

- Underpass Lighting

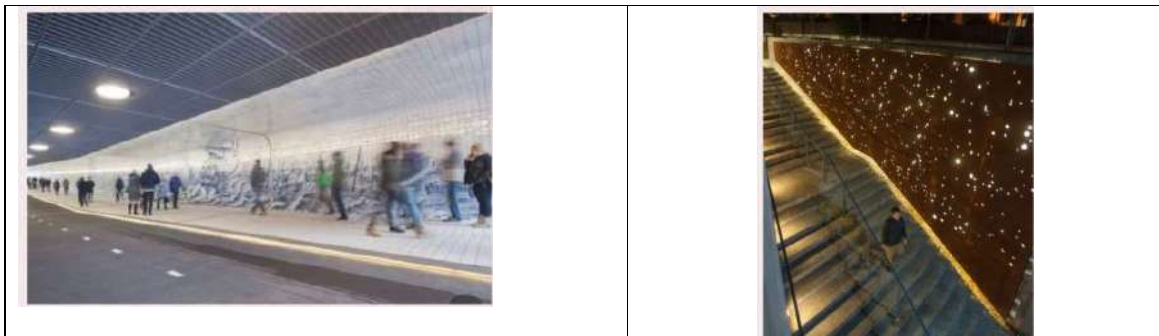


Figure 48: Reference image for Underpass Vehicle and Underpass Pedestrian crossing

- Bollard lighting
Lighting on pathway will be done by bollards and creative effects of LED lights.
- Lighting Under Cable Bridge

The proposed cable bridge are going to be art objects, proposed horticulture and the illumination of the same will be a source of immense creative energy in the city of Jaipur.



Figure 49: Reference Image for Lighting and landscaping under Bridge

i) Signage and Street Furniture

For a wholesome aesthetic impact, the design of signage will be done in a heritage style as per jaipur architecture. The directional signage on road will be done as per IRC Codes using a blue and white theme by cantilevered prop-outs by the sides instead of overhanging entries.



Figure 50: Directional Signage for OTS Circle

- Benches
Street furniture for the entire stretch of the project will be placed on the road for pedestrian comfort and will be an art statement.





Figure 51: Proposed Benches at OTS Circle

- Dustbins

Waste management and solid waste management facility will be integrated in the project by provision of intelligent dustbins so that area is maintained in accordance to the aesthetics of the projects. Large dustbins and smaller dustbins will be placed at appropriate locations.



Figure 52: Proposed Dustbin at OTS Circle

j) Urban Art- Control of Advertisement

The type of advertisements play a very important role in city aesthetics, hence, modern innovative systems of placing advertisements and information guidance through screens has also been incorporated into the design of the project



Figure 53: Advertisement Signage

k) Exotic Horticulture

Apart from median horticulture and flowering plantations in pots, the railings of the clovers and landscaping areas will be decorated in exotic horticulture.



Figure 54: Exotic Horticulture on Clover and Opens paces

SECTION – VI- A

GENERAL CONDITIONS OF CONTRACT

SECTION-VI-A - GENERAL CONDITIONS OF CONTRACT (GCC)

ive methods contemplated by him in his work schedule even .99 and subsequent addendum dated 19.03.2001 & 29.03.2001 and other amendments up to date. In case of any typographical error or omission or alteration the original version of the same shall be valid.”)

1.0 DEFINITIONS

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Jaipur Development Authority and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings 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 one another.

- 1.1 Jaipur Development Authority, hereinafter called 'J.D.A' propose to get the works executed as mentioned in the Contract on behalf of Owner/Client as Implementing agency/Executing Agency.
- 1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -
 - a) **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
 - b) **BILL OF QUANTITIES or SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
 - c) **CONTRACTOR** shall mean the individual, firm, LLP or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or LLP or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - d) **CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of Award.
 - e) **DRAWINGS** mean the drawings referred to in the contract document including modifications if any and such other drawings as may from

time to time be furnished and/ or approved by J.D.A.

- f) DATE OF COMMENCEMENT OF WORK: The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award.
- g) ENGINEER-IN-CHARGE means the Engineer of J.D.A who shall supervise and be in-charge of the work.
- h) LANGUAGE: All documents and correspondence in respect of this contract shall be in English Language.
- i) “LETTER OF AWARD” shall mean J.D.A’s letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.
- j) MONTH means English Calendar month ‘Day’ means a Calendar day of 24 Hrs each.
- k) “J.D.A” shall means J.D.A (India) Limited with its Corporate office at Jawahar Lal Nehru Marg , Jaipur , Rajasthan - 302004 or its Administrative officers or its engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
- l) OWNER/ CLIENT means the Government, Organization, Ministry, Department, Society, Cooperative, JV Entities (whether incorporated or unincorporated or registered as the case may be) etc. who has awarded the work/ project to J.D.A and/ or appointed J.D.A as Implementing / Executing Agency/ Project Manager and/ or for whom J.D.A is acting as an agent and on whose behalf J.D.A is entering into the contract and getting the work executed.
- m) SCHEDULE(s) referred to in these conditions shall mean the standard schedule of rates of the government mentioned in the Memorandum (Annexure-I) with the amendments thereto issued up to the date of receipt of the tender.
- n) SITE means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by J.D.A/client/owner or used for the purpose of the contract.
- o) TENDER means the Contractor’s priced offer to J.D.A for the execution and completion of the work and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Award or Award letter. The word

TENDER is synonymous with Tender and the word TENDER DOCUMENTS with “Tendering Documents” or “offer documents”.

- p) WRITING means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- q) 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.
- r) Headings in the clauses/ conditions of tender documents is for convenience only and shall not be used for interpretation of the clause/condition.
- s) Words imparting the singular meaning only also include the plurals and vice versa where the context requires. Words importing persons or parties shall include firms and corporations and organizations having legal capacities.
- t) Excepted Risk are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the J.D.A or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to J.D.A’s faulty design of works.
- u) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned elsewhere in the tender document to cover, all overheads and profits.

2.0 PERFORMANCE GUARANTEE:

- 2.1 Within 14 days from the date of issue of letter of Award or within such extended time as may be granted by J.D.A in writing, the contractor shall submit to J.D.A irrevocable performance bank guarantee in the form appended or Fixed Deposit Receipt (FDR) pledged in favour of J.D.A, from any Nationalized Bank or all Commercial schedule bank @5% of the contract value for the due and proper execution of the Contract. In

case FDR of any bank is furnished by the contractor to J.D.A as Performance Guarantee(s) and the bank is unable to make payment against the said FDR, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to J.D.A to make good the deficit. All the Performance Guarantees shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. Alternately 10% amount of each running bill will be deducted or against bank guarantee.

Note1: The provisions of Rule 75 of RTPP Rules 2013, and as amended time to time by the Govt. of Rajasthan, will be applicable.

Note2: The Govt order dated 20.09.2021 regarding work performance guarantee will be applicable.

- 2.2 J.D.A reserve the right of forfeiture of the one or more performance guarantee(s) on the pro-rata basis of the elapsed contract period in the event of the contractor's failure to fulfill any of the milestones/ contractual obligations i.e. defaults in commencing the work, fails to maintain the required progress in terms of relevant clause of GCC& SCC, in case of bad work or work not done as per specifications etc. or all performance guarantees in the event of termination of contract as per terms and conditions of contract..

If the Contractor commits any default as aforesaid, the J.D.A shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee(s) absolutely (not withstanding and/or without prejudice to any other provisions in the contract) by giving the notice in writing in addition to action taken under other provisions contained in this contract or otherwise.

- 2.3 In case where the delay is compensated by the contractor during the completion of next milestone(s), the amount towards forfeited bank guarantee(s)/FDR shall be refunded to the contractor on production of the fresh bank guarantee/FDR of the equivalent amount. Such amount will not accrue any interest to the contractor. Further, such balance/PBG/FD can also be forfeited in case of any failure by contractor to fulfil any contractual obligation in future..

- 2.4 In case a bank guarantee/FDR is forfeited for recovery, unforfeited PBGs/FDRs will remain with J.D.A which shall be returned after successful completion/ testing/ commissioning and handing over the project to the client up to the entire satisfaction of J.D.A/ Client.
- 2.5 In case the contractor fails to submit the performance guarantee(s) of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.
- 2.6 In case part scope of work has been satisfactorily completed and handed over to Client/J.D.A by the contractor and the remaining work/buildings are under hold/suspended for more than 3 months due to some hindrance beyond control of contractor/J.D.A or due to non-availability of site/clearance from Client/J.D.A, the un-forfeited performance bank guarantee(s)/FDR(s) Submitted by contractor and available with JDA as on the date, on specific request of the contractor, may be released or returned back to the contractor in lieu of submissions and due verification of fresh BG/FDR of the equivalent amount towards balance work.
- 3.0 SECURITY DEPOSIT/ RETENTION MONEY
- 3.1 The Security deposit or the retention money shall be deducted from each running/ final bill of the contractor @As per prevailing Gov of Raj. Orders and its amendments time to time of the gross value of the Running Account/ final bill.
- 3.2 Deleted.
- 3.3 The release/refund of security deposit of the contractor shall be subject to the observance/compliance of the conditions as under and whichever is later:
- a) Expiry of the defect liability period in conformity with provisions contained in clause 38.0 (Defect liability clause). The expiry of defect liability period shall be extended from time to time depending upon extension of time granted by J.D.A.

- b) The contractor produces a clearance certificate from the labour office. As soon as the work is virtually completed, the contractor shall apply for the labour clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate.

- 3.4 J.D.A reserves the right of part or full forfeiture of security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.

4.0 MOBILIZATION ADVANCE : NA

5.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS : NA

6.0 DEVIATIONS / VARIATIONS EXTENT AND PRICING

The Engineer-in-Charge shall have power (i) to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work, (ii) to omit part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions, or substitutions shall form part of the contract as if originally provided therein and any altered, additions or substituted works which the contractor may be directed to do in the manner specified above as part of the work, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereunder provided:

6.1 Deleted

- 6.2 Deleted
- 6.3 Deleted
- 6.4 Deleted
- 6.5 Deleted
- 6.6 Deleted.
- 6.7 Deleted.
- 6.8 Deleted
- 6.9 Variation due to change in specifications: In the event of change in specification the rates will be calculated on the basis of prevailing market rates for the original and substituted items, both and difference of amount thus calculated will be adjustable accordingly.

7.0 PRICE ESCALATION – NA

8.0 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 16.0 or relevant clause of GCC & Special Conditions of Contract, to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the J.D.A on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Engineer in charge (whose decision in writing shall be final and binding) may decide

Compensation for delay of work @0.5% of value of unexecuted / balance work per week of delay to an extent of maximum 10% of contract value if the delay is solely attributable due to contractor's fault applicable on phase I & phase II as defined under clause 56 of GCC.

9.0 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the J.D.A or any organization engaged by the J.D.A for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose.

Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it appears to the Engineer-in-charge or his authorized subordinates in-charge of the work or to the officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the J.D.A for Quality Assurance or to the Executive Engineer or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 8.0 of the contract (for non- completion of the work in time) for this default. In such case the Engineer-in- Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

10.0 ACTION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his authorized representative in charge of the work or to the Executive Engineer or to any other inspecting agency of JDA/Government/ State Government/ Owner where the

work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior 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 for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specific and provide other proper and suitable materials or articles at his own proper charge and 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 aforesaid while the contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

11.0 CANCELLATION/DETERMINATION OF CONTRACT IN FULL OR PART

11.1 Subject to other provisions contained in this clause the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i) If the 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 an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter; or
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final

and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge; or

- iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer- in-Charge; or
- iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- iv) If the contractor shall offer or give or agree to give to any person in J.D.A service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action relation to the obtaining or execution of this or any other contract for J.D.A; or
- v) If the contractor shall enter into a contract with J.D.A in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer- in-Charge; or
- vi) If the contractor shall obtain a contract with J.D.A as a result of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
- vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any

Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

viii) If the contractor being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or.

x) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of the labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without and prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to J.D.A, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract, the Engineer-in-charge shall have powers:

a) To determine or rescind the contract as aforesaid in full or part (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence) and get the same executed at the risk & cost of the contractor. Upon such determination or rescission the already retained security deposit recovered under the contract and performance guarantee shall be liable

to be forfeited and un-used materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the J.D.A. or

b) To employ labour 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 materials of the amount of which cost and price certified by the Engineer-in-Charge shall be final and conclusive) and/ or

c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof as shall be un-executed or delayed with reference to the General Conditions of Contract clause no. 24.0 and/ or relevant clause of Special Conditions of Contract, out of his hands and to give it to another contractor to complete.

11.2 Any sums in excess of the amounts due to J.D.A and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by J.D.A of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

11.3 In the event of anyone or more of the above courses being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reasons 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 the contract. And in case action is taken under any of the provision 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.

12.0 CONTRACTOR LIABLE TO PAY COMPENSATION

EVEN IF ACTION NOT TAKEN UNDER CLAUSE 11.0

In any case in which any of the powers conferred upon the Engineer-in-Charge by relevant clause thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under any clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor 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 the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor and/or direct the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

13.0 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after giving a notice in writing of 7 days in this respect from the Engineer-in- Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer-in-Charge without invoking action under clause 11.0 of contract may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to J.D.A, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by J.D.A because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been

carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by J.D.A in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by J.D.A as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to J.D.A in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no 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 advance on any account or with a view to the execution of the work or the performance of the contract.

14.0 SUSPENSION OF WORKS

- a) The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such

manner as the Engineer-in-charge may consider necessary for any of the following reasons:

- i) On account of any default on part of the contractor, or
- ii) For proper execution of the works or part thereof for reason other than the default of the contractor, or
- iii) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above.

- i) The contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% for completion period. No adjustment in contract price will be allowed for reasons of such suspension.
- ii) In the event of the Contractor treating the suspension as an abandonment of the Contract by J.D.A, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full.

15.0 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, the Engineer in-charge shall have the option of terminating the contract without compensation to the contractor.

16.0 TIME ESSENCE OF CONTRACT & EXTENSION FOR DELAY

16.1 The time allowed for execution of the Works as specified in the Memorandum (Annexure-I) or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in MEMORANDUM (ANNEXURE – I) or the date on which the Engineer-in-Charge issues written orders to commence the work. If the

Contractor commits default in commencing the execution of the work as aforesaid, the J.D.A shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

16.2 If the work(s) be delayed by:

i) force-majeure or

i) Serious loss or damage by fire, or

ii) Any other cause which, in the absolute discretion of the J.D.A, considered beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge within 07 days but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

16.3 Request for extension of time, to be eligible for consideration, shall be made

by the Contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case J.D.A may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within a reasonable time from the receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and the extension of time so given by the Engineer-in-Charge shall be binding on the contractor.

17.0 TIME SCHEDULE & PROGRESS

17.1 Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the "Memorandum (Annexure-I)" which shall be reckoned from the 10th day from the date on which the letter of Award is issued to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of

completion.

- 17.2 The contractor shall also furnish of date of issue of letter of Award a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from J.D.A. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- 17.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/PERT Network. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.
- 17.4 During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR CHART undertaken by the J.D.A. These reviews may be undertaken at the discretion of Engineer-in-charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation orders or amendments. The review shall be held at site or any of the offices of J.D.A/owner /consultant at the sole discretion of J.D.A. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the contractor.
- 17.5 Contractor shall submit (as directed by Engineer-in-Charge) progress reports on a computer based program (program and software to be approved by Engineer-in-Charge) highlighting status of various activities and physical completion of work. The contractor shall send completion report with as built drawings to the office of Engineer-in-Charge, of J.D.A in writing within a period of 30 days of completion of work.

The photographs of the project taken on last day of every month indicating progress of work (in soft copies) shall be attached along with the physical progress reports to be submitted to Engineer-in-charge.

18.0 TAXES AND DUTIES

18.1 Present applicable GST should be inclusive in BID cost.

19.0 Deleted.

20.0 INCOME TAX DEDUCTION (TDS)

Income tax deductions shall be made from all payments made to the contractor including advances, in respect of the work/ project undertaken by the contractor, in accordance with the provisions of the Income Tax Act and Rules made thereunder prevailing and in force from time to time.

21.0 ROYALTY ON MATERIALS:

21.1 The contractor shall deposit royalty and obtain necessary permit for supply of bajri, stone, kankar, sand and other materials etc. from the local authorities and quoted rates shall be inclusive of royalty.

21.2 The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the contract, space for storage of materials, constructional plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authorities.

21.3 The rates and prices to be tendered in the bill of quantities are for completed and finished items of works and complete in all respects. It will be deemed to include all constructional plant, labour, supervision, materials, transport, all temporary works, erection, maintenance, contractor's profit and establishment/overheads, together with preparation of designs & drawings pertaining to casting yard, shop drawing, fabrication drawing (if required), staging form work, stacking yard, etc. all general risk, all taxes, royalty, duties, cess, octroi and other levies,

insurance liabilities and obligations set out or implied in the tender documents and contract.

- 21.4 If any temporary/ permanent structure is encountered or safety of such structure in the vicinity is endangered due to execution of the project, the contractor has to protect the structures by any means as per direction of Engineer-in-Charge. If any damage is caused to any temporary or permanent structure(s) in the vicinity due to execution of the project, the contractor has to make good the same by any means as per direction of Engineer-in-Charge. The contractor should inspect the site of work from this point of view. The cost to be incurred in this regard shall be deemed to be included in his quoted rates of BOQ items and the contractor shall not be entitled for any extra payment in this regard.

22.0 INSURANCE OF WORKS ETC

- 22.1 Contractor is required to take contractor's all risk policy or erection all risk policy (as the case may be) from an approved insurance company in the joint name with first name of J.D.A and bear all costs towards the same for the full period of execution of works including the defect liability period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that the J.D.A and the contractor are covered during the period of construction of works and/or also covered during the period of defect liability for loss or damage

- a. The work and the temporary works to the full value of such works.
- b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

Whenever required by J.D.A, the contractor is required to submit the original policy document and the receipt for the payment of the current premium to J.D.A.

22.2 INSURANCE UNDER WORKMEN COMPENSATION ACT

Contractor is required to take insurance cover

under the Workman Compensation Act, 1923 amended from time to time from an approved insurance company and pay premium charges thereof. Wherever required by J.D.A the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

22.3 THIRD PARTY INSURANCE

Contractor is required to take third party insurance cover for an amount of 5%(five percent) of contract value from an approved insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of J.D.A/owner/client, arising out of the execution of the works or temporary works. Wherever required by J.D.A the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is ought to be done after the J.D.A's approval, by or through the subsidiary of the General Insurance Company.

22.4 (Refer clause 73.2) The contractor shall at all times indemnify J.D.A and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any

workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

23.0 PAYMENTS

23.1 All running payments 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/or accepted by J.D.A and shall not preclude the recovery for bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the J.D.A under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary/ affect the contract. The final bill shall be submitted by the contractor within three months of the completion of work, otherwise J.D.A's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on contractor. Each Running Bills should be accompanied by two sets of at-least 20 (twenty) photographs as per direction of Engineer-in-charge taken from various points depicting status of work as on Report/ Bill date and Monthly Progress Report for the concerned month in the pro-forma to be given/ approved by Engineer-in-Charge and tax invoices as per applicable tax laws. Intermittent progress Photographs as and when required shall also be provided by the Contractor at his own cost as per direction of Engineer-in- Charge. No payment of running account bill shall be released unless it is accompanied by photographs, Monthly Progress Report and tax invoices as above.

23.2 It is clearly agreed and understood by the Contractor that

notwithstanding anything to the contrary that may be stated in the agreement between J.D.A and the contractor; the contractor shall become entitled to payment only after J.D.A has received the corresponding payment(s) from the client/Owner for the work done by the contractor. Any delay in the release of payment by the client/ Owner to J.D.A leading to a delay in the release the corresponding payment by J.D.A to the contractor shall not entitle the contractor to any compensation/ interest from J.D.A.

23.3 All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by J.D.A.

23.4 DELETED

23.4.1 DELETED

23.4.2 DELETED

23.4.3 DELETED

23.5.4 DELETED

24.0 MEASUREMENTS OF WORKS

Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the RUIDP Specification. In the case of items which are not covered by specifications, mode of measurement as specified in the Technical Specifications of the contract and if for any item no such technical specification is available, then a relevant standard method of measurement issued by the Bureau of Indian Standard shall be followed.

Provided further that, In case of Cancellation/Determination of Contract in Full or in Part in accordance with clause 11.0 (and its sub-clauses), following methodology shall be adopted in respect of measurements in addition to what has been mentioned in foregoing: -

All measurements and levels shall be taken jointly by the Engineer-in- Charge or his authorized representative and by the contractor or his authorized representative

from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and J.D.A shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

25.0 COMPUTERISED MEASUREMENT BOOKS

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book as per the format of J.D.A so that a complete record is obtained of all the items of works performed under the contract. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative.

After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the

corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit it to J.D.A.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the J.D.A to check the measurements recorded by contractor and all provisions stipulated herein above or anywhere in the tender document shall

be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

26.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR

26.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, J.D.A shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, J.D.A shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, J.D.A shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract pending finalization of adjudication of any such claim.

26.2 It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in- Charge or J.D.A will be kept withheld or retained as such by the Engineer- in-Charge or J.D.A till the claim arising out of or under the contract is determined by the competent court and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause,

where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the J.D.A shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise. J.D.A shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for J.D.A to recover the same from him in the manner prescribed in sub-clause 26.1 of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by J.D.A to the contractor, without any interest thereon whatsoever.

26.3 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or by J.D.A against any claim of the Engineer-in-Charge or J.D.A in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the J.D.A. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the J.D.A will be kept withheld or retained as such by the Engineer-in-Charge or the J.D.A or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court, as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

27.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, AND ORDERS ETC.

All items of work in the bill of quantities/ schedule of quantities shall be carried out as per the RUIDP/ MORTH (as the case may be) specifications, drawings and instructions of the Engineer-in-Charge of J.D.A and the rates shall include for supply of required materials including proper storage, consumables, skilled & unskilled labour, supervision and tools, tackles, plant & machinery complete as called for in the detailed specifications and conditions of the contract. Latest updated RUIDP specification shall be followed for execution of work.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the Engineer-in-Charge.

The contractor shall comply with the provisions of the contract and execute the works with care and diligence and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

28.0 MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required including Cement & Steel for the works. The contractor shall at his own expense and without delay; supply to the Engineer-in-Charge samples materials to be used on the work and shall get the same approved in advance. All such materials to

be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge regarding compliance of the material so procured. The contractor shall at his risk and cost, submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance and cost in obtaining the right and visit to such access. 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-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full power to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

The contractor shall ensure that the materials are brought to site in original sealed containers or packing bearing manufacturer's markings and brands (except where the quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such materials shall not be destroyed, disposed-off without the permission of J.D.A.

The contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-In-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and signed by the contractor. A certified copy of each such voucher signed both by J.D.A and the Contractor shall be kept on

record.

29.0 MATERIALS AND SAMPLES

29.1 The materials/products used on the works shall be one of the approved make/ brands out of list of manufacturers / brands /makes given in the tender documents. The contractor shall submit samples/ specimens out of approved makes of materials/ products to the Engineer-in-Charge for prior approval. In exceptional circumstances Engineer-in-Charge may allow alternate equivalent makes/brands of products/ materials at his sole discretion. The final choice of brand / make shall remain with the Engineer-in-Charge, whose decision in this matter shall be final and binding and nothing extra on this account shall be payable to the Contractor. In case single brand/ make are mentioned, other equivalent makes/ brands may be considered by the Engineer-in-Charge. In case of variance in RUIDP/IS/BIS Specifications from approved products/makes specification, the specification of approved product/make shall prevail for which nothing shall be paid extra to the Contractor. In case no make or brand of any materials, articles, fittings and accessories etc. is specified, the same shall comply with the relevant Indian Standard Specifications and shall bear the ISI/BIS mark. The Engineer of J.D.A and the owner shall have the discretion to check quality of materials and equipments to be incorporated in the work, at source of supply or site of work and even after incorporation in the work.

They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.

29.2 The above provisions shall not absolve the contractor from the quality of final product and in getting the material and workmanship quality checked and approved from the Engineer-in-Charge of J.D.A.

29.3 The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories etc. that he proposes to use and get them approved in writing by J.D.A. The materials, articles etc. as approved shall be labelled as such and shall be signed by J.D.A and the Contractor's

representative.

- 29.4 The approved samples shall be kept in the custody of the Engineer-in- Charge of J.D.A till completion of the work. There after the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- 29.5 The brands of all materials, articles fittings etc. approved together with the names of the manufacturers and firms from which supplies have been arranged shall be recorded in the site order book.
- 29.6 The contractor shall set up and maintain at his cost, a field testing laboratory for all day to day tests at his own cost to the satisfaction of the Engineer-in-Charge. This field testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per MORTH/RUIDP (as the case may be) specifications. The laboratory building shall be constructed and installed with the appropriate facilities, Temperature and humidity controls shall be available wherever necessary during testing of samples. All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipments in good working condition for the duration of the contract. The Contractor shall provide approved qualified personnel to run the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-charge. The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc. The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such calibration without delay. All field test shall be carried out in the presence of J.D.A's representative. All costs towards samples, materials, collection, transport, manpower, testing etc. shall be borne by the Contractor and are deemed to be included in the rates quoted by him in the .

The contractor(s) shall display the calibration certificate of each equipment at the location of equipment & shall get recalibrated at least one week before its expiry date.

30.0 MATERIALS PROCURED WITH THE ASSISTANCE OF J.D.A

If any material for the execution of this contract is procured with the assistance of J.D.A either by issue from its stores or purchase made under orders or permits or licenses obtained by J.D.A, the contractor shall hold and use the said materials economically and solely for the purpose of this contract and shall not dispose them without the permission of Engineer-in-charge. The contractor, if required by the J.D.A, shall return all such surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination on whatsoever reason, on being paid or credited such price as the Engineer-in-charge shall determine having due regard to the conditions of materials. The price allowed to the contractor, however, shall not exceed the amount charged to him excluding the element of storage charges which shall be 10% of the cost charged to contractor. The decision of the Engineer-in-charge shall be final and conclusive. Contractor(s) has / have to deploy security personnel for safeguarding of materials procured at site.

31.0 CONTRACTOR TO SUPPLY TOOLS & PLANTS

The contractor shall provide at his own cost all materials, machinery, tools & plants as require for completion of work. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications 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 these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out

works, and counting, weighing and assisting 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 expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

32.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY: No Mobilization advance is payable in this contract

32.1 Deleted.

32.2 Deleted.

32.3 Deleted.

32.4 Deleted.

32.5 Deleted.

32.6 Deleted.

32.7 Deleted.

32.8 Deleted.

32.9 Deleted.

33.0 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this contract are in accordance with the specifications, the Contractor shall adopt Quality Assurance Programme to control such activities at the necessary points. The contractor shall prepare and finalize such Quality Assurance Programme within 15 days from date of issue Letter of Award. J.D.A shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed Quality Assurance Program.
- b) Documentation control system.
- c) The procedure for purpose of materials and source inspection.
- d) System for site controls including process controls.
- e) Control of non-conforming items and systems for corrective actions.
- f) Inspection and test procedure for site activities.
- g) System for indication and appraisal of inspection status.
- h) System for maintenance of records.
- i) System for handling, storage and delivery.
- j) A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this contract.

All the quality reports (i.e. checklists & registers) shall be maintained/submitted by the Contractor as per J.D.A QA-QC manual. Checklists & Registers enclosed in the QA-QC manual shall be followed while carrying out Construction activities (items). If any item is not covered by the Checklist/Register, the Format for the same may be developed and submitted to Engineer-in-Charge for approval and the same shall be adopted. These filled in reports shall be duly signed by representatives of contractor and J.D.A. All the costs associated with Printing of Formats and testing of materials required as per technical specifications or by Engineer-in-charge shall be included in the Contractor's quoted rates in the Schedule.

34.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with J.D.A, a detailed contract coordination procedure within 15 days from the date of issue of Letter of Award for the purpose of execution of the Contract. The Contractor shall have to attend all the meetings at any place in India at his own cost with J.D.A, Owners/

Clients or Consultants of J.D.A/ Owner/ Client during the currency of the Contract, as and when required and fully cooperate with such personal and agencies involved during these discussions. The Contractor shall not deal in any way directly with the Clients/ Owners or Consultants of J.D.A/Owner/ Clients and any dealing/correspondence if required at any time with Clients/ Owners/ Consultants shall be through J.D.A only. During the execution of the work, Contractor shall submit at his own cost a detailed Monthly progress & programme report to the Engineer-in-charge of J.D.A by 5th of every month. The format of monthly progress & programme report shall be as approved by Engineer-in-Charge of J.D.A.

35.0 COMPLETION CERTIFICATE AND COMPLETION PLANS

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning

off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less actual cost incurred on removal of materials / debris / malba etc.

The Contractor shall be responsible for handing over of project including signing of inventories by the client and shall obtain final work completion certificate in favour of Jaipur Development Authority from client in the attached format at Annexure- 4.8A. Necessary support for the same, shall however, be provided by J.D.A. No payment of final bill shall be released to the contractor until final work completion certificate is obtained from client.

The contractor shall submit completion plan as required vide General Specifications for Electrical works as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.10,00,000 (Rs. Ten Lakhs only) as may be fixed by the Engineer-in-charge concerned and in this respect the decision of the Engineer-in-charge shall be final and binding on the contractor.

36.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION

No unauthorized buildings, construction of structures should be put up by the contractor anywhere on the project site, neither any building built by him shall be occupied in un-authorized manner by him or his staff.

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody in un-authorized manner during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that

position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy of compensation up to 5% of tendered value of work may be imposed by the Engineer-in-Charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-Charge, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

37.0 FORECLOSURE OF CONTRACT BY J.D.A/OWNER

If at any time after the commencement of the work the J.D.A shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender 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 payment of 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 foreclosure of the whole or part of the works.

38.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period twelve (12) months from the date of actual completion of the entire project or taking over of the project by the J.D.A or clients (SMS Hospital) whichever is later. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by J.D.A at the cost and expense of the contractor.

39.0 SUBLETTING / SUB-CONTRACTING

39.1 The sub-contracting, excluding design work shall be limited to 40% of the contract value. The value of a sub-contract, other than for design work and bought out items as and when awarded, should be intimated by the Contractor to the Engineer-in-Charge and it should also be certified that the cumulative value of the sub-contracts

awarded so far is within the aforesaid limit of 40%. A copy of the contract between the Contractor and sub-contractor shall be given to the Engineer-in-Charge within 15 days of signing and in any case not later than 7 days before the sub-contractor starts the work and thereafter the Contractor shall not carry any modification without the consent in writing of the Engineer-in-Charge. The terms and conditions of sub-contracts and the payments that have to be made to the sub-contractors shall be the sole responsibility of the contractor. Payments to be made to such sub-contractors will be deemed to have been included in the contract price of the Contractor. However, for major sub-contracts (each costing Rs. 50 Lacs or above), it will be obligatory on the part of the Contractor to obtain consent of J.D.A. J.D.A will give its consent after assessing and satisfying itself of the capability, experience and equipment resources of the sub-contractor. In case J.D.A intends to withhold its consent, then J.D.A will inform the Contractor within 15 days to enable the Contractor to make alternative arrangement to fulfil his programme. Sub-contracting any part of work, however, does not absolve contractor from his responsibility for quality of final product.

- 39.2 The terms & conditions applicable to the contractor in respect of the proposed sub-contract, the same terms & conditions shall be imposed on the sub-contractor to enable the contractor to comply with his obligations under the contract with J.D.A.

The sub-contractor should fulfil the qualifying criteria for contractor for the proposed value of sub-contract similarly provided in the NIT of the project.

- 39.3 Notwithstanding any consent to sub-contract given by the Engineer-in-Charge if in his opinion it is considered necessary, the Engineer-in-Charge shall have full authority to order the removal of any sub-contractor from the site or off-site place of manufacture or storage.

40.0 FORCE MAJEURE

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders

or regulation etc. Failure of the client / owner to hand over the entire site and / or release funds for the project, to J.D.A, shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the client /owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, J.D.A, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in-Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

41.0 DIRECTION FOR WORKS

41.1 All works under the contract shall be executed under the direction and subject to approval in all respect of the Engineer-in-Charge of J.D.A who shall be entitled to direct at whatever point or points and in whatever manner works are to be commenced and executed.

41.2 The Engineer-in-Charge and his representative shall communicate or confirm their instructions to the contractor in respect of the execution of work during their site inspection in a 'Works Site Order Book' maintained at the site office of Engineer-in-Charge. The contractor or his authorized representative shall confirm receipt of such instructions by signing against the relevant orders in the book.

42.0 Deleted

43.0 WORK IN MONSOON AND RAIN

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed

schedule. No special/ extra rate will be considered for such work in monsoon. The contractors' rate shall be considered inclusive of cost of dewatering due to rains required if any and no extra rate shall be payable on this account. The stipulated period for completion of project includes the monsoon period, holidays & festivals.

44.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT

Work on Sunday and Holidays is allowed under the provisions of prevailing labour laws.

45.0 WATER AND ELECTRICITY

Contractor shall also be responsible for obtaining temporary electric Connection and water connection at his own for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure uninterrupted supply.

46.0 WATCH, WARD AND LIGHTING OF WORK PLACE

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, OBSTRUCTIONS, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge.

47.0 CEMENT AND CEMENT GODOWN

Cement shall be procured by Contractor confirming to BIS: 8112 and / or BIS:1489 Specification latest edition or higher Grade as per approved list attached. The cement shall be procured directly from the reputed manufacturers/ stockiest as per approved list of J.D.A. Relevant vouchers and test certificates will be produced as and when required. The cement shall be stored by the contractor in such suitable covered and lockable stores, well protected from climate and atmospheric effects. The cement go-down shall be constructed by the contractor as per the drawing in RUIDP specifications at his own cost. The cement will remain under double lock, one from J.D.A and other from Contractor. The cement in bags shall be stored in go-downs in easy countable position. Cement bags shall be used on first in first out basis. Cement stored for beyond 90 days will be required to be tested at contractors cost, before use in works.

48.0 STEEL& STEEL STOCKYARD

Steel confirming to BIS specifications (latest edition) shall be procured by the contractor directly from reputed manufacturers/producers as per approved list of J.D.A. Relevant vouchers & test certificates will be produced by the contractor. Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-in-Charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made. Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Engineer-in-Charge, before incorporating the materials in the work.

49.0 INDIAN STANDARDS

Wherever any reference is made to any IS in any particular specifications, drawings or bill of quantities, it means the Indian Standards editions with up to date amendments issued till last date of receipt of tender documents.

50.0 CENTERING& SHUTTERING

Marine plywood or steel plates or any material mentioned elsewhere in the tender document or as approved by Engineer-in-Charge shall be used for formwork. The shuttering plates shall be cleaned and oiled before every repetition and shall be used only after obtaining approval of J.D.A's Engineers at site. The number of repetitions allowed for plywood and steel shuttering shall be at the discretion of Engineer-in-Charge of J.D.A depending upon the condition of shuttering surface after each use and the decision of Engineer-in-Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.

51.0 RECORDS OF CONSUMPTION OF CEMENT & STEEL

51.1 For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the J.D.A, showing columns like quantity received and used in work and balance in hand etc. This register shall be signed daily by the contractor's representative and J.D.A's representative.

51.2 The register of cement & steel shall be kept at site in the safe custody of J.D.A's Engineer during progress of the work. This provision will not, however, absolve the contractor from the quality of the final product.

51.3 In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per MORTH/RUIDP (as the case may be) specifications/ norms, the work will be devalued and/or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per MORTH/RUIDP (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be effected from the contractors' bills at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.

52.0 TESTS AND INSPECTION

52.1 The contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by RUIDP, MORTH, GOR and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of tender documents) shall be got carried out by the contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of the J.D.A. All testing charges, expenses etc. shall be borne by the contractor. All

the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or J.D.A at the cost of the Contractor.

53.0 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the J.D.A.

The work during its progress or after its completion may also be inspected, by Executive Engineer of Government of Rajasthan and/ or an inspecting authority of State Government of State in which work is executed and/or by third party checks by owner/ clients. The compliance of observations/improvements as suggested by the inspecting officers of J.D.A/ State authorities/ Owners shall be obligatory on the part of the Contractor at the cost of contractor.

54.0 BORROW AREAS

The contractor shall make his own arrangements for borrow pits and borrow disposal areas including their approaches and space for movement of man, machinery, other equipments as required for carrying out the works. The contractor shall be responsible for taking all safety measures, getting approval, making payment of royalties, charges etc. and nothing extra shall be paid to the contractor on this account and unit rates quoted by the contractor for various items of shall deemed to include the same.

55.0 CARE OF WORKS

From the commencement to the completion of works and handing over, the contractor shall take full responsibility for care thereof all the works and in case of any damage/loss to the works or to any part thereof or to any temporary works due to lack of precautions or due to negligence on part of Contractor, the same shall be made good by the Contractor.

56.0 COMPLETION PERIOD OF PROJECT

The project is to be completed 12 months.

57.0 CO-ORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute, the decision of J.D.A shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

58.0 SETTING OUT OF THE WORKS

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of J.D.A shall not in any way relieve the contractor of his responsibility for the correctness.

59.0 NOTICE BEFORE COVERING UP THE WORK

The contractor shall give not less than seven day notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-in-charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of inspection/measurement without such notice or his consent being obtained the same shall be uncovered at the contractor expenses and he shall have to make it good at his own expenses.

60.0 SITE CLEARANCE

60.1 The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and also from safety point of view. Before handing over the work to the J.D.A the contractor shall remove all temporary structures like the site offices, cement go-down, stores, labour hutments etc., scaffolding rubbish,

debris etc. left over materials tools and plants, equipments etc., clean the site to the entire satisfaction of the Engineer-in-charge. If this is not done the same will be got done by J.D.A at his risk and cost.

- 60.2 The contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the contractor shall be deemed to have included the same.

61.0 POSSESSION PRIOR TO COMPLETION

- 61.1 J.D.A shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be any acceptance of any work not completed in accordance with the contract agreement. If such prior possession or use by J.D.A delays the progress of work an equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly. The decision of J.D.A in such case shall be final binding and conclusive.

- 61.2 When the whole of the works or the items or the groups of items of work have been completed the contractor will give a notice to that effect to the Engineer in writing. The Engineer shall within 7 days of the date of receipt of such notice inspect the works and give instructions in writing to the contractor specifying the balance items of work which are required to be done by the contractor and shall also notify the contractor of any defect in the works affecting completion.

62.0 AS BUILT DRAWINGS

The contractor shall during the course of execution prepare and keep updated a complete set of 'as built' drawings to show each and every change from the contract drawings, changes recorded shall be countersigned by the Engineer-in-Charge and the contractor. Four copies of 'as built' drawings shall be supplied to J.D.A by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor.

63.0 EMPLOYMENT OF PERSONNEL

63.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationality in any way is associated with the works.

63.2 In case J.D.A observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, the J.D.A shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account.

64.0 TECHNICAL STAFF FOR WORK

64.1 The contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by J.D.A shall be final and binding on contractor. The contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at site, whenever required by J.D.A to take instructions.

64.2 Within 7 days of Letter of Award, the contractor shall submit a site organizational chart and resume including details of experience of the Project- in-Charge and other staff proposed to be deputed by him and the technical team shall be deputed by them on the Project after getting approval from Engineer-in-Charge. If desired by the contractor at later date, the Project-in-Charge and other staff whose resume is approved by J.D.A can be replaced with prior written approval of J.D.A and replacement shall be with equivalent or superior candidate only. Decision of Engineer-in-Charge shall be final and binding on the contractor.

64.3 Even after approving the site organizational chart, the Engineer-in-Charge due to technical reasons and exigency of work can direct the contractor to depute such

additional staff as in view of Engineer-in-Charge is necessary and having qualification and experience as approved by the Engineer-in-Charge. The removal of such additional staff from the site shall only be with the prior written approval of Engineer-in-Charge. The contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-in-Charge shall be final and binding on the contractor.

- 64.4 In case the contractor fails to employ the staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.100,000 (Rupees One Lakh only) for each month of default in the case of each person. The decision of the Engineer-in-charge as to number of Technical Staff to be adequate for the project and the period for which the desired strength of technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

65.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found in, under or upon the site, shall be the property of the owner/ J.D.A.

66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER'S PROPERTY

All materials like stone, boulders and other materials obtained during the work of dismantling, excavation etc. will be considered J.D.A/owner property and such materials shall be disposed-off to the best advantage of J.D.A/owner according to the instructions in writing issued by the Engineer-in-charge.

67.0 PROVIDING PLANTATION OF TREES AT PROJECT SITE AND MAINTENANCE OF THE SAME UPTO DEFECT LIABILITY PERIOD

The contractor at his own cost shall plant Trees including Ornamental of height not less than 05 ft. of different varieties at the project site or in any specified area within the radius of 20 kms from the project site, if

the space is not available at the project site, with the approval of Engineering in charge within 6 months from the handing over of site to the contractor by JDA. The contractor shall maintain the same in healthy condition up to defect liability period. Numbers of trees/plants are given below:

S.No.	Value of the project as per agreement (Rs. In crores)	Number of Trees / Plant of various categories
1.	Above Rs.25 crore to 100 crore	5 trees for each Rs. 1Crore value
2.	Above Rs.100 crore to 300 crore	300 trees plus 2 trees for each Rs. 1 Crore value above Rs.
3.	Above Rs.300 crore to any value	500 trees plus 1 tree for each Rs. 1 Crore value above Rs. 300

Note: In case of change in layout/fouling with facilities/structure, the same may be replanted & their survival growth shall be ensured by the Contractor.

68.0 LABOUR LAWS

68.1 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the contract labour (Regulation & Abolition) Act 1970 and the contract labour Act (Regulation & Abolition) Central Rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defect liability period. The contractor shall also adhere by the provision of the child labour (Prohibition and Regulation) Act.1986 and as amended from time to time.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement

of work. No labour below the age of 18 years shall be employed on the work.

69.0 Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the J.D.A Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) The contractor shall transfer/credit the wages/salary of all labourers/workers preferably in their bank accounts. He shall be responsible for opening of bank accounts of all labourers/workers employed by the contractor at work site in this regard.
- (iv) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the J.D.A contractor's Labour Regulations in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (v) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or

workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned

(vi) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vii) The contractor shall indemnify and keep indemnified J.D.A against payments to be made under and for the observance of the laws aforesaid and the J.D.A Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(viii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

70.0 LABOUR SAFETY PROVISION

The contractor shall be fully responsible to observe the labour safety provisions:

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-in-charge

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

71.0 OBSERVANCE OF LABOUR LAWS

71.1 The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified J.D.A against effect or non-observance of any such laws. The contractor shall be liable to make payment to all its employees, workers and sub-contractors and make compliance with labour laws. If J.D.A or the client/ owner is held liable as "JDA Employer" to pay contributions etc. under legislation of Government or Court decision in respect of the employees of the contractor, then the contractor would reimburse the amount of such payments, contribution etc. to J.D.A and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

71.2 The Contractor shall submit proof of having valid EPF registration certificate.

He shall within 7 days of the close of every month, submit to J.D.A a statement showing the recoveries of contributions in respect of each employee employed by or through him and shall furnish to J.D.A such information as the J.D.A is required to furnish under the provisions of para 36B of the EPF scheme 1952 to the EPF authorities and other information required by EPFO authorities from time to time. He shall also submit a copy of challan every month in token of proof of having deposited the subscription and contribution of workers engaged on the project.

The contractor shall also ensure the compliance of EPF& MP Act, 1952 by the sub-contractors, if any, engaged by the contractor for the above said work.

The contractor shall submit affidavit to indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description

brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time.

All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.

Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the JAIPUR DEVELOPMENT AUTHORITY as per the proforma (Section-5) mentioned in every bill as per the provisions of the EPF and ESI Act as amended from time to time.

- 71.3 The Contractor shall submit proof of having valid ESI registration for Construction site workers located in the ESI implemented areas for every construction site worker before his/her engagement on the J.D.A site of works as per requirement of ESI act, 1948 amended up to date and rules made thereunder.

The contractors are required to ensure that in ESI implemented areas, every construction site worker has been registered online and they are required to ensure that these workers and their families have got their photography and capturing of biometrics at nearest ESIC branch office and got their respective Pehchan cards (from ESIC office) issued for extension of ESI benefits to all the engaged construction site workers.

The contractors are required to submit proof of having registered / got issued Pehchan cards in respect of every Construction site worker in ESI implemented areas before engagement on J.D.A site of works.

The contractors are required to comply with all the

relevant provisions of ESI act, 1948 as amended from time to time and deposit of his contribution as may be required under the above said act to the ESI authorities at required intervals / time of deposit and submit the proof to J.D.A.

The contractor shall at all times indemnify J.D.A and Owner against all claims, damages or compensation under the provision of ESI Act, 1948 or any modifications thereof or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or Compound any such claim.

72.0 MINIMUM WAGES ACT

The contractor shall comply with all the provisions of the minimum wages Act, 1948, contract labour Act (Regulation & Abolition) 1970, and rules framed there under and other labour laws/local laws affecting contract labour that may be brought into force from time to time.

73.0 LABOUR RECORDS

73.1 The contractor shall submit by the 4th & 19th of every month to the Engineer-in-Charge of J.D.A a true statement, showing in respect of the second half of the proceeding month and the first half of the current month, respectively, of the following data:

- a) The number of the labour employed by him (category-wise).
- b) Their working hours.
- c) The wages paid to them.
- d) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.
- e) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.
- f) Any other information required by Engineer-in-Charge

Failing which the contractor shall be liable to pay to J.D.A, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the J.D.A shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

73.2 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the J.D.A and its contractors.

73.3 Leave and pay during leave shall be regulated as follows: -

1. Leave:

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

(i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) In the case of miscarriage-leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

1. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date

on which she proceeds on leave.

2. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

73.4 In the event of the contractor(s) committing a default or breach of any of the provisions of the Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to J.D.A a sum not exceeding Rs. 50000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. 50000/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the J.D.A Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their

own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

73.5 The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each, on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-

Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

- (b) The contractor(s) shall provide each hut with proper ventilation.
- (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.
- (iv) The site selected for the camp shall be high ground, removed from jungle.
- (v) Disposal of Excreta- The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall

make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- (vi) Drainage - The contractor(s) shall provide efficient arrangements for drainage away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- (viii) Sanitation-The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

74.0 LABOUR CESS

The rates of the contractor shall be inclusive of labour cess. J.D.A shall make a recovery @ 1% on account of labour cess from each RA bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state. In case the Labour Board is not established in the state, recovery made by J.D.A on account of labour cess shall be retained under suspense account and will be deposited with the Labour Board at later date as & when the Labour Board is constituted in the state.

Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board/ Funds as applicable under various sections of “THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE

BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE CESS ACT, 1996.

The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / J.D.A.

The contractor shall be further responsible for maintaining such register & records; giving such particulars of Building workers employed by him, the work performed by them, the number of hours of work which shall constitute a normal working day, the wages paid to them, the receipts given by them and, such other particulars in such form as may be prescribed by the authority or J.D.A.

In the event of contractor failing to comply with the above clause(s) in part or in full, J.D.A, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

75.0 RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, J.D.A is obliged to pay compensation to a workman employed by the contractor, in execution of the works, J.D.A will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the J.D.A under sub-section (2) of Section 12, of the said Act, J.D.A shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. J.D.A shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to J.D.A full security for all costs for which J.D.A might become liable in consequence of

contesting such claim.

76.0 ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, J.D.A is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the J.D.A Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by J.D.A's Contractors, J.D.A will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to any other right or remedy available under this contract, J.D.A shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by J.D.A to the contractor whether under this contract or otherwise J.D.A shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the J.D.A full security for all costs for which J.D.A might become liable in contesting such claim.

77.0 CHANGE IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 64.0 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 64.0.

78.0 INDEMNITY AGAINST PATENT RIGHTS

The contractor shall fully indemnify the J.D.A from and against all claims and proceedings for or on account of any infringement of any patent rights, design, trademark or name or other protected rights in respect of any construction plant, machine, work or material used for in connection with the works or temporary works.

79.0 LAW COVERING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

80.0 LAWS, BYE-LAWS RELATING TO THE WORK

JDA will facilitate electric connection however charges for electric connection will be paid by the executing agency. Water supply connection for construction will be provided by JDA.

81.0 CONTRACT AGREEMENT

The Contractor shall enter into a Contract Agreement with the J.D.A within 45 (forty five) days from the date of Letter of Award or within such extended time, as may be granted by the J.D.A failing which no payment shall be released to the contractor. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the contractor does not sign the agreement as above or start the work within 10 (Ten) days of the issue of letter of Award, his earnest money is liable to be forfeited and Letter of award consequently will stand withdrawn.

82.0 MANNER OF EXECUTION OF AGREEMENT

- i. The agreement as per prescribed Performa as enclosed shall be signed at the office of the J.D.A within 45 (Forty-Five days) days from the date of issue of Letter of Award. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney and the requisite documents/ materials. Unless and until a formal contract is prepared and executed, the Letter of Award read in conjunction with the Tendering Documents will constitute a binding contract.

- ii. The agreement will be signed in five originals and the Contractor shall be provided with one signed original and the other four originals will be retained by the J.D.A
- i. The Contractor shall provide free of cost to the J.D.A all the Engineering data, drawings and descriptive materials submitted along with the tender, in at least three (3) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Award.
- ii. Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the J.D.A with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

83.0 JURISDICTION

The agreement shall be executed at Jaipur on non-judicial stamp paper purchased in Jaipur and the courts in Rajasthan alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

SECTION – VI- B

SPECIAL CONDITIONS OF CONTRACT

SECTION-VI-B - SPECIAL CONDITIONS OF CONTRACT (SCC)

01. 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.
02. The bidder shall follow the bidder labour regulation and abolition Act 1970 & Rule 1971.
03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the bidder 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 bidder under the contract or any work claimed by him to have been done under this contract and found not to have been executed the bidder 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. 6 or any other manner legally permissible and if it is found that the bidder 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 bidder.
04. The bidder shall not work after the sunset and before sunrise without specific permission of the authority Engineer. JDA shall provide necessary assistance to bidder for execution of work. All parameters are included in the estimated cost of work.
05. Whenever any claim against the bidder 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 bidder. In the event of the security being insufficient or if no security has been taken from the bidder 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 bidder 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.
06. The rate quoted by the bidder shall remain valid for a period of Four Months from the date of opening of the bids.
07. By submission of this bid the bidder agree to abide with all printed conditions provided in the PWD manual form 64 (Chapter 3-para 36) and subsequent modification. It is available at leading book shops/PWD HO, at Jaipur. Bidders may purchase this manual from these shops.
08. No conditions are to be added by the bidder and conditional bid is liable to be rejected.
09. All transaction in the execution of this work and this bid will be liable to sale-tax vide section 2(B) read with sub clause (4) Sale-tax Rule, 1954.
10. If any bidder withdraws his bid 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 bid 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 earnest money given in any form absolutely. If any bidder, who having submitted a bid does not execute the agreement or start the work or dose not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Earnest Money / Security Deposit and other action under agreement
11. Rules regarding enlistment of bidders provide that work; upto five times limit for which they are qualified for biding can be allotted to them Therefore, before bid the bidders will keep this

in mind, and submit the details of work. Bids with incomplete or incorrect information are liable to be rejected.

12. Any material not conforming to the specifications collected at site shall have to be removed by the bidder 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 bidder after expiry of 3 days period.
13. The material collected at site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed, fully on the work.
14. The rates provided in bid documents are inclusive of all Taxes royalty.
15. Undersigned has full right to reject any or all bids without given any reasons.
16. 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."
17. 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.
- 18. Special Conditions of Contract regarding Defect Liability Period (DLP) for works costing Rs. 25.00 lacs and more shall be applicable.**
19. 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.
20. Quarterly inspection as per rules shall be carried out and DLP registers shall be maintained by respective Executive Engineers to monitor the DLP repairs.
21. 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
22. In case JDA feels to take up work on any existing DLP work due to any reason, following procedure should be adopted.
23. 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.
24. 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
25. The defect arises due to earthquake, cyclone, and natural calamities shall not be the responsibly of contracting agency.
26. The routine maintenance shall consist of the routine maintenance operation defined in manual.
27. The contracting agency shall undertake joint detailed inspection along with Engineer-in-charge/A.En., at least once in three months. 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 civil work area, which are likely to be damaged during rainy season.

28. 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
29. The bidders are required to submit copy of their enlistment as bidder.
30. Conditions of RPWA-100 will be mandatory & acceptable to the bidder.
31. Any bid received with unattested cutting/overwriting in rates shall be rejected and such bidder will be debarred from bidding for three months in JDA.
32. The bidder will have to install display boards at site of work as directed by Engineer In Charge. Failing which penalty of Rs. 5000/- day will be imposed.
33. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and Rules, 2013 will be applicable. If there is any contradiction 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.
34. Additional performance security shall also be taken from the successful bidder in case of unbalanced bid as per rules 75A of RTPP Act. 2012 dated 22.10.2021 (Enclosed)
35. As per order no. JDA/E.E. & TA to Dir. Engg.-I)/2022/D-194 dated 06.09.2022 (Enclosed) “As per GoR order F-8(15)Fin./SPFC/2020 dated 17.05.2022 “**The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and qualification criteria ‘All the documents uploaded, should be digitally signed with the DSC of authorized signatory’ deemed as all the pages of the uploaded documents are signed**” and The affidavits and Annexure ‘B’ : be enclosed by the bidder regarding the qualification of RTPP Act-2012 & Rule-2013 along with bid document, **should be signed by the participating bidders before uploading the tender document otherwise the bid of the bidder will be rejected (Enclosed)**
36. **Any variations in drawings and designs during construction for the betterment of the project as well due to change of scope of work with variations upto 2% of the contract value, no additional cost shall be payable. Above 2% of the contract value, the additional cost shall be payable. The assessment of additional work shall be based on RUIDP BSR 2021 and market rates as mutually agreed.**
37. DLP period of various nature of works amounting more than 25 Lacs has been revised. The time period & Conditions as per order No. D-29 dated 11.03.201
38. अलग-अलग समय में जमा कराई गई राशि सिस्टम द्वारा जोडकर एक बिड में स्वीकार नहीं की जावेगी।
39. एक यूटी.आर. काम में लेने के पश्चात् पुनः उसी नम्बर का यूटी.आर. सिस्टम द्वारा दूसरी बिड में प्रयुक्त नहीं किया जावें।

Signature of Bidder
with full address & Mobile No.

Executive Engineer-Traffic Works-II
JDA, Jaipur



	राजस्थान राजपत्र	RAJASTHAN GAZETTE
	विशेषांक	Extraordinary
	साधिकार प्रकाशित	Published by Authority
	आश्विन 30, शुक्रवार, शके 1943-अक्टूबर 22, 2021 <i>Asvina 30, Friday, Saka 1943- October 22, 2021</i>	

भाग 4 (गं)

उप-खण्ड (I)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये (सामान्य आदेशों, उप-विधियों आदि को सम्मिलित करते हुए) सामान्य कानूनी नियम।

FINANCE (G&T) DEPARTMENT

NOTIFICATION

Jaipur, October 22, 2021

G.S.R.364 .-In exercise of the powers conferred by section 55 of the Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), the State Government hereby makes the following rules further to amend the Rajasthan Transparency in Public Procurement Rules, 2013, namely:-

1. Short title and commencement.- (1) These rules may be called the Rajasthan Transparency in Public Procurement (Fourth Amendment) Rules, 2021.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Insertion of new rule 75A.- After the existing rule 75 and before the existing rule 76 of the Rajasthan Transparency in Public Procurement Rules, 2013, the following new rule 75A shall be inserted, namely:-

"75A. Additional Performance Security.- (1) In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation : For the purpose of this rule,-

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.



(2) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity."

[No. F.2(1)FD/G&T(SPFC)/2017]
By Order of the Governor,

Vimal Kumar Gupta,
Joint Secretary to the Government.

राज्य केन्द्रीय मुद्रणालय, जयपुर।



JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

www.jda.urban.rajasthan.gov.in

No. JDA/ E.E. & (TA to Dir. Engg.-I)/2022/13-194

Dated:- 6/9/2022

Office Order

In the standard bid document (Two bid system) of JDA, Clause 5: Rejection of Bids, subclause (iii) shall be replaced and read as under with immediate effect:-

S.N.	Provision as per standard Bid document	As per GoR orders F.8(15)Fin/SPFC/2020 dated 17.05.2022
1.	"If all the copies enclosed in support and affidavit is not duly attested by notary public/gazetted officer/Seif (as per order No F 14(22)JDA/Estt./2014 Dated 01.01.2015) then bid of the bidder is to be rejected."	The Bidder shall prepare bid in the digital/electronic mode for uploading on e-Procurement portal in the format/type of file specified in evaluation and Qualification criteria 'All the documents uploaded, should be digitally signed with the DSC of authorized signatory, deemed as all the pages of the uploaded documents are signed'.

The following additional condition should be added in the standard Bid document (Two Bid system)

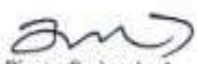
1. The Affidavits and Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.
2. In case of single Bid system Annexure 'B': be enclosed by the bidder regarding Qualification of RTPP Act-2012 & Rule-2013 along with Bid document, should be signed by the participating bidders before uploading the tender document otherwise the Bid of the bidder will be rejected.

This will be enforced with immediate effect.


Director Engineering-I
JDA, Jaipur

Copy to:-

1. Director (Engineering-I/II/III/IV), JDA, Jaipur.
2. Director (Finance), JDA, Jaipur.
3. C.F. JDA, Jaipur.
4. All Additional Chief Engineers, JDA, Jaipur.
5. All Superintending Engineers, JDA, Jaipur.
6. All Executive Engineers, JDA, Jaipur for include this in every bid instead of previous condition.
7. O.S.D. (RM)/A.D.R., JDA, Jaipur.
8. Sr. Horticulture, JDA, Jaipur.
9. Sr. A.O., JDA, Jaipur.


Director Engineering-I
JDA, Jaipur

C:\Users\Admin\Documents\Office Order Letter Head English 100 Rule 2022.docx

Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004
Direct Line - (+91-141-2563234) : EPABX - (+91-141-2569696 Extn : (7203) : Fax - (+91-141-2574535

Defect Liability Period (DLP)

DLP for all the components of the work under this project shall be Five years.

1. ROAD WORKS

- 1.1 The Defect Liability Period (DLP) for all Road works excluding patch repair work shall be as per table-1. Road works executed by the Contracting agency shall be maintained by them at their own cost for Schedule as per table-1 (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, strengthening 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 Schedule as per table-1.
- 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 **(a) The routine maintenance activities and their periodicity as per JDA Office order no: JDA/Ex.En.(TA to DirEngg.-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

1.7 (b) 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 particular attention on those road sections, which are likely to be damaged during rainy season.
- 2.1.2 One register has to be maintained by 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:-

- 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.
- Similarly for all new works, these components should be calculated at the time of TS itself, which should be made part of BID document.
- 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.
- 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.
- 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.
- (c) 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 responsibly of contracting agency.

Signature of the Bidder

with address

Executive Engineer-Traffic Works-II,

JDA, Jaipur

The following Particular Conditions of Contract shall complement, amend, and supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Definitions

1. The Intended Completion Date will be 12 Months from Start Date followed by DLP-
The **Start Date** is the date as specified in the work order. This is the date when the Contractor can commence work on the Contract, but does not necessarily coincide with Possession Date of all the locations of Site.
2. **Interpretation**
Sectional Completion will be not allowed.
3. **Language and Law**
The law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of Rajasthan, India. The language of the contract shall be in English.
4. **Communications**
Any notification under this Contract shall be served on the party concerned when received by telex, hand delivery, courier delivery, or registered letter at the addresses listed in the Contract Data Any notification under this Contract shall be served at the addresses provided below:

Address of the Contractor:

Name: _____

Address: _____

Address:

Executive Engineer Traffic Works - II
Jaipur Development Authority
Room No 110 , Main Building
Ram Kishor Vyas Bhawan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur-302004

5. Insurance

The Contractor is required to take **third party insurance** cover for an amount of **5% (five percent) of contract value from an approved insurance company** for insurance against any damage, injury or loss which may occur to any person or property including that of J.D.A/owner/client, arising out of the execution of the works or temporary works. Wherever required by J.D.A the contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

In case of failure of the contractor to obtain contractors all risk policy, insurance under workman Compensation act and third party insurance as described above within one month from the date of commencement of work, running account payments of the contractor shall be withheld till such time the aforesaid insurance covers are obtained by the contractor.

If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of the contract, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company could offer, such an insurance is

ought to be done after the J.D.A's approval, by or through the subsidiary of the General Insurance Company.

6. Possession of Site

The employer will give possession of the sites as elaborated in the Notice to Proceed on the Date of Start as mentioned in NTP. The contractor will not be entitled to any delay or compensation event unless his work as per the agreed "Schedule of Work" is actually held up because of delay in the Employer's hand over of the site to the contractor. Refer Section V, Work Requirements for further details.

7. The work program shall be given in Inception Report submitted by the Selected Bidder and the same shall be final and binding, once approved by the Engineer. The Contractor shall submit the detailed method statement defining Contractor's methodology for implementation backed with his proposal for equipment planning & deployment duly supported with broad output calculation. The Drawings for any particular activity shall be issued to the contractor at least 30 days in advance of the schedule date of the start of the activity as per the approved program.
8. The Contractor shall provide an updated Work Program by the last day of each Month, which shall clearly demonstrate the actual progress achieved on each activity, the effect of the progress achieved on the timing of the remaining work, and the proposed changes in activities that will enable the Contractor to complete the Works within the Intended Completion Date. In case the Contractor fails to submit an updated Work Program within this time limit, the Engineer will be entitled to withhold an amount of Rs. 1,00,000/- (Rupees One lakh only) or 1% of the Contract Value (Whichever is more) from the next payment certificate, and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
9. If in the opinion of the Engineer, the work on site is not progressing satisfactorily in accordance with the mutually agreed "Work Program" and the delay is likely to affect the overall completion of the work within the intended date of completion, he may by a written notice to the Contractor ask him to expedite the works within 15 days suitably to make for deficiencies.
10. If the contractor fails to take appropriate action in time in pursuance of 9, the Engineer may by another notice inform him the components of work that will be carried out by him through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractor's account, but he will not be responsible for the quality of the said work. The Engineer will recover the cost spent plus 5% for supervision charges from the next bill or If the contractor fails to take appropriate action in time in pursuance of 10, the Engineer may withhold 25% amount of the delayed part of the work from the next running bills, till the contractor achieves the progress as per the agreed Work Plan.
If authority still feels the slow progress of the project then authority is free to make payments to the eligible vendors of materials and labors and get the work executed without consent of the contractor. However the contractor will be responsible for the whole project.

11. In addition to the Updated Program, Monthly updated progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies in the first week of every calendar month. Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- (a) Photographs and detailed descriptions of progress.
- (b) Charts showing the status of Construction Documents, purchase orders, manufacture and construction;
- (c) Records of personnel and Contractor's Equipment on Site;
- (d) Copies of quality assurance documents, test results and certificates of Materials;
- (e) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and Comparisons of actual and planned progress, with details of any aspects which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome such aspects.

12. Identifying Defects:

Unless otherwise indicated elsewhere in the contract, the Quality Assurance and Quality Control (QA/QC) document, shall be followed.

13. Correction of Defects:

- (i) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the physical completion date specified in the completion certificate/ taking over certificate. The Defects Liability Period may be extended for as long as Defects remain to be corrected. The **Defect Liability Period** is 5 year from the date of completion.
- (ii) The Engineer shall certify that all Defects have been corrected. If the Employer considers that Correction of a Defect is not essential; he can request the Contractor to submit a quotation for the corresponding reduction in the Works Contract Price. If the Employer accepts the quotation, the corresponding change in the Contract Price is a Variation. The Defects Correction Period is 14 (fourteen) Days from the date of receipt by the Contractor of the Employer's notice to correct any Defects in the Works.
- (iii) If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer may have the defect corrected by other contractor(s) and recover the cost paid for the same plus 5% for supervision charges from any amount due to the contractor.

14. Contract Price

This is a Lump Sum contract on EPC basis.

The Contract Price includes all duties, taxes, royalty, and fees that may be levied in the accordance with the laws and regulations in force as on the Base Date on the Contractor's Equipment, Plant, Materials and supplies to be acquired for the purpose of this Agreement and on the services to be performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.

15. Payments

1. The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs, unless otherwise provided for in this Agreement.
2. Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for the Works under this Agreement and all things necessary for the Construction, and the remedying of any Defects in the Project.
3. All payments under this Agreement shall be made in Indian Rupees.
4. **No price escalation will be paid .**
5. The Authority shall make payments to the Contractor as certified by the Engineer on completion of a stage, as specified, and valued in accordance with the proportion of the Contract Price assigned to each item and its stage. Contractor will be paid as per the Payment Schedule prescribed below:
6. The bidder will complete the whole project in all respects including all basic facilities at the stage of running this project.

SCHEDULE OF STAGE PAYMENT OF WORKS

Payment Schedule : The broad bifurcation of the payment schedule is as follows.

S. No.	Description	Component of contract value in	Cumulative
1	Part-I: Planning, Design, Engineering including proof checking and approval including all revisions	1.00%	1.00%
2	Part II: Completion of Civil works (Subway, Suspended steel bridge, Two rotaries etc.) & Services work as per scope of work given.	94.00%	95.00%
4	Part III: Completion and Handing over	5.00%	100.00%

Further bifurcation of Part- II - Civil works & Services work (94%) of is as follows.

S. No.	Description of Item	Break up of total Part-II payable cost on approved cost
		Item
	Part 1: Completion of Subway/Art gallery, Suspended steel bridge, Two rotaries etc. with all services as per scope of work given.	
a)	Component of Construction of Subway/Art gallery, Suspended steel bridge (65%)	-
i.	Foundation	5.00%
ii.	Sub-structure	10.00%
ii.	Super-structure	30.00%
iii.	Wearing coat including expansion joints.	7.00%
iv.	Miscellanies item like hand rail, crash barriers, road marking, Signage's etc.	2.00%

v.	Wing wall/return walls	1.00%
vi.	Approaches (including retaining walls, RE wall and protection works)	7.00%
vii.	Installation of wire cable	3.00%
b)	Construction of Rotary towards tonk road side (Including Bridge work) (9%)	-
i.	Upto Foundation work	2.00%
ii.	Upto Super Structure Work	3.00%
iii.	Complete Work (Beautification & Rotary allied works)	4.00%
c)	Construction of rotary towards Jhalana side (3%)	-
i.	Upto Road Subgrade work	1.00%
ii.	Complete Work (Beautification & Rotary allied works)	2.00%
d)	Construction of Roads and approaches upto sub-base (6%)	6.00%
e)	Bituminous work (3%)	3.00%
f)	Landscaping and horticulture work with other external development works (2%).	2.00%
h)	Electrification work (6%)	6.00%
	Total =	94.00%

Note:

1) Any variations in drawings and designs during construction for the betterment of the project as well due to change of scope of work with variations upto 2% of the contract value, no additional cost shall be payable. Above 2% of the contract value, additional cost shall be payable. The assessment of additional work shall be based on RUIDP BSR 2021 and market rates as mutually agreed.

2) **Mobilization advance: Not Applicable**

3) **Price variation: Not applicable**

16. Advance Payment

Advances payment is not applicable.

17. Completion

- i. "When whole of the work has been substantially completed and have satisfactory passed any Tests on Completion prescribed by the contractor, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work. The Engineer shall issue a certificate complying completion of the works to the contractor."
- ii. "If any part of the permanent work has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Completion Certificate in respect of the part of the Permanent Work before completion of

the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in the part of the Permanent Work during the Defects Notice Period.” Hence the defect liability period starts on the date on which part/ substantial completion certificate is issued, for that particular part of the permanent work has been substantially completed.

18. Taking Over

“The Employer shall take over the whole works or section of works within Seven (7) days of issuance of Completion Certificate, as per Clause no 17.1 and 17.2.”

19. Site Environmental Plan (SEP)

The Contractor should prepare a detailed Site Environmental Plan (SEP) as per the Environmental and Social Management Framework and EMP format attached for location/s identified to be potentially impacted such as but not limited to the work site, base camp. The SEP should include arrangement for disposal of sites for excavated materials, sanitary and other waste, and storage location for fuel, oil and lubricants, facilities for equipment, labour and housing, among others. The SEP should be reviewed and approved prior to construction activities by the Engineer.

20. Safety, Security and Protection of the Environment

(A) General

- i. This section of the Specification sets out limitations on the Contractor's activities specifically intended to protect the environment.
- ii. The Contractor shall take all necessary measures and precautions and otherwise ensure that the execution of the works and all associated operations on site or off-site are carried out in conformity with statutory and regulatory environmental requirements including those prescribed elsewhere in this document.
- iii. The Contractor shall take all measures and precautions to avoid any nuisance or disturbance arising from the execution of the Works. This shall wherever possible be achieved by suppression of the nuisance at source rather than abatement of the nuisance once generated.
- iv. In the event of any spoil, debris, waste or any deleterious substance from the Site being deposited on any adjacent land, the Contractor shall immediately remove all such material and restore the affected area to its original state to the satisfaction of the Engineer. This should be monitored regularly in accordance with the Environmental Management Plan.
- v. During construction, the area should be to avoid trespassing of animals and people. Unauthorized persons should not be allowed within the construction area.
- vi. During construction, there should be signs to inform public of on-going work, warning on dangers due to trenches along roads, excavations on different sites.
- vii. Contact town authorities to arrange for the use of excavated material where possible, such as in construction projects, to raise the level of land prior to construction of roads or buildings, or to fill previously excavated areas.
- viii. Especially for cleaning, desilting, and dredging of drainages: Contact town authorities to arrange for testing and analysis of sludge/excavated materials for hazardous components. If material are hazardous, coordinate with authorities for approve disposal sites;

- ix. Prevent generation of dust by removing excavated materials as soon as it is excavated, by loading directly onto trucks and covering with tarpaulins to prevent dust during transportation.
- x. All excavation should be done in the dry seasons to avoid any impacts on surface water drainage if water collects in any quantity, it will need to be pumped out, and it should be then be donated to neighboring farmers to provide a beneficial use to the communities most affected by this aspect of the work.
- xi. Plant five (5) trees for every tree to be cut and can only be cut after taking the necessary approvals.
- xii. Consult town authorities to identify any buildings at risk from vibration damage and avoiding use of pneumatic drills or heavy vehicles in the vicinity.
- xiii. Providing wooden bridges for pedestrians and metal sheets for vehicles to allow access across open trenches where required (including access to houses).
- xiv. Carefully planning of transportation routes with the municipal authorities to avoid sensitive areas as far as possible, including narrow streets, congested roads, important or fragile buildings and key sites of religious, cultural or tourism importance.
- xv. Consulting historical and archaeological authorities at both national and state level to obtain an expert assessment of the archaeological potential of the site. Alternate location should be considered if the area is medium or high risk.
- xvi. Developing a protocol in conducting any excavation work to ensure that any chance finds are recognized and measured are taken to ensure they are protected and conserved this should involve having excavation observed by a person with archaeological field training, stopping work immediately to allow further investigation if any finds are suspected; and calling the state archaeological authority if a find is expected and taking any action they acquire ensuring its removal or protection in situ.
- xvii. Living spaces for access between mounds of excavated soil and providing footbridges so that pedestrians can cross open trenches;
- xviii. Increasing the workforce in these areas to ensure that work is completed quickly;

(B) Water Quality

- i. The Contractor shall prevent any interference with the supply to or abstraction from, and prevent any pollution of, water resources (including underground percolating water) as a result of the execution of the Works.
- ii. Areas where water is regularly or repetitively used for dust suppression purposes shall be laid to fall to specially constructed settlement tanks to permit sedimentation of particulate matter. After settlement, the water may be re-used for dust suppression and rinsing.
- iii. All water and other liquid waste products arising on the Site shall be collected and disposed of at a location on or off the Site and in a manner that shall not cause either nuisance or pollution.
- iv. The Contractor shall not discharge or deposit any matter arising from the execution of the Works into any waters except with the permission of the Engineer and the regulatory authorities concerned.

- v. The Contractor shall at all times ensure that all existing stream courses and drains within, and adjacent to, the Site are kept safe and free from any debris and any materials arising from the Works.
- vi. The Contractor shall protect all watercourses, waterways, ditches, canals, drains, lakes and the like from pollution as a result of the execution of the Works.

21. Air Quality

- i. The Contractor shall devise and arrange methods of working to minimize dust, gaseous or other air-borne emissions and carry out the Works in such a manner as to minimize adverse impacts on air quality.
- ii. The Contractor shall utilize effective water sprays during delivery manufacture, processing and handling of materials when dust is likely to be created, and to dampen stored materials during dry and windy weather. Stockpiles of friable materials shall be covered with clean tarpaulins, with application of sprayed water during dry and windy weather. Stockpiles of material or debris shall be dampened prior to their movement, except where this is contrary to the Specification.
- iii. Any vehicle with an open load-carrying area used for transporting potentially dust producing material shall have properly fitting side and tail boards. Materials having the potential to produce dust shall not be loaded to a level higher than the side and tail boards, and shall be covered with a clean tarpaulin in good condition. The tarpaulin shall be properly secured and extend at least 300 mm over the edges of the side and tail boards.
- iv. In the event that the Contractor is permitted to use gravel or earth roads for haulage, he shall provide suitable measures for dust palliation, if these are, in the opinion of the Engineer, necessary. Such measures may include spraying the road surface with water at regular intervals.

22. Noise

- i. The Contractor shall consider noise as an environmental constraint in his planning and execution of the Works.
- ii. The Contractor shall take all necessary measures so that the operation of all mechanical equipment and construction processes on and off the Site shall not cause any unnecessary or excessive noise, taking into account applicable environmental requirements. The Contractor shall use all necessary measures and shall maintain all plant and silencing equipment in good condition so as to minimize the noise emission during construction works.
- iii. Using modern vehicles and machinery with standard adaptations to reduce noise and exhaust emissions and ensuring they are maintained to manufacturers' specifications.

23. Control of Wastes

The Contractor shall control the disposal of all forms of waste generated by the construction operations and in all associated activities. No uncontrolled deposition or dumping shall be

permitted. Wastes to be controlled shall include, but shall not be limited to, all forms of fuel and engine oils, all types of bitumen, cement, surplus aggregates, gravels, bituminous mixtures, etc. The Contractor shall make specific provision for the proper disposal of these and any other waste products, conforming to local regulations and acceptable to the Engineer.

24. Emergency Response

- i. The Contractor shall plan and provide for remedial measures to be implemented in the event of occurrence of emergencies such as spillages of oil or bitumen or chemicals.
- ii. The Contractor shall provide the Engineer with a statement of the measures he intends to implement in the event of such an emergency which shall include a statement of how he intends to provide personnel adequately trained to implement such measures.
- iii. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Engineer, and shall pay full compensation to any affected party.

25. Protection of Trees and Vegetation

The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed except for those required to be cleared for execution of the Works. The Contractor shall protect trees and vegetation from damage to the satisfaction of the Engineer. No tree shall be removed without the prior approval of the Engineer and any competent authorities. Should the Contractor become aware during the period of the Contract that any tree or trees designated for clearance have cultural or religious significance he shall immediately inform the Engineer and await his instructions before proceeding with clearance. In the event that trees or other vegetation not designated for clearance are damaged or destroyed, they shall be repaired or replaced to the satisfaction of the Engineer, who shall also impose a penalty to twice the commercial value of any timber affected, as assessed by the Engineer.

26. Water Supply and Electric Power

The Contractor shall make his own arrangements at his own expense for water supply and electric power supply for construction, testing and other purposes. Only clean water free from deleterious.

27. Fire Prevention

The Contractor shall take all precautions necessary to ensure that no vegetation along the line of the road outside the area of the permanent works is affected by fires arising from the execution of the Works. The Contractor shall obtain and follow any instructions of the competent authorities with respect to fire hazard when working in the vicinity of gas installations. Should a fire occur in the natural vegetation or plantations adjacent to the road for any reason the Contractor shall immediately suppress it. In the event of any other fire emergency in the vicinity of the Works the Contractor shall render assistance to the civil authorities to the best of his ability. Areas of forest, scrub or plantation damaged by fire considered by the Engineer to have been initiated by the Contractor's staff or labour shall be replanted and otherwise restored to the satisfaction of the Engineer at the Contractor's expense.

28. Fossils

The Contractor shall make his staff available for briefing on archaeological matters as directed by the Engineer.

29. Clearance of Contractor's Facilities

On or before expiry of the Defects Notice Period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage and holding yards, workshops, crushing and mixing plant, diversion and haul roads so that the land is returned to at least its previous condition and, in the case of agricultural land, potential productivity. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete debris, removal and disposal of any soil contaminated by diesel, bitumen or other polluting material, ripping to relieve compaction, grading, replacement of topsoil, and turfing and grassing, as appropriate. Where improvements have been made such as land filling or installation of boreholes or construction of boat landings these may be retained subject to the agreement of the landowner. The Employer reserves the right to inspect the site of any facilities established or used by the Contractor in connection with the Works and to undertake any corrective measures necessary to restore the land, and to recover the cost from monies due or to become due to the Contractor.

30. Fair Wages

- i. The Contractor shall pay not less than fair wage/minimum wages to laborer's engaged by him on the work as revised from time to time by the Government of Rajasthan, but the Government shall not be liable to pay anything extra for it except as stipulated in price adjustment clause (Clause 41) of the Contract. (Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)
- ii. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wages to laborers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said work, as if the laborers have been immediately or directly employed by him.
- iii. In respect of all laborers, 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 Contract Labour Regulations' made, or that may be made, by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorized deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns, and all other matters of a like nature.
- iv. The Engineer 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.

- v. Vs-à-Vs the Government 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 indemnity from his sub-Contractors.
- vi. 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.

31. Safety and Accident Prevention Officer

Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labour engaged on the Works, local residents in the vicinity of the Works, and the public travelling through the Works. The Contractor shall have on his staff on Site a designated officer qualified to promote and maintain safe working practices. This officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to the establishment of safe working practices and the training of staff and labour in their implementation.

32. Protective Clothing and Footwear

- i. The Contractor shall, at his own expense, provide protective clothing and equipment to all staff and labour engaged on the Works to the satisfaction of the Engineer, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at a minimum, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for any workmen performing bituminous paving works, protective footwear, clothing, cream, gauntlet-type gloves, hats, safety glasses or goggles and filter masks for workmen undertaking lime stabilisation works, hard hats for workmen engaged on bridge construction, and otherwise as appropriate to the job in hand and to the Engineer's satisfaction.
- ii. Ensuring that all workers are provided with and use appropriate Personal Protective Equipment (PPE), Health and safety training should be conducted for all site personnel; availability of documented procedures to be followed for all site activities; and documentation of work-related accidents;

33. First-Aid Services

The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Engineer, and shall ensure that at all work sites where 40 or more persons are engaged on the Works there shall at all times be a person qualified in first-aid with access to appropriate first-aid equipment. A first-aid post shall be established at each base camp comprising a suitable room with two beds, washing and examination facilities, appropriate medical supplies, and staffed on a full-time basis by a qualified paramedical attendant.

34. Health and Pests

The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease prevention and control. He shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity. The Contractor shall take the precautions necessary to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and minimizes the dangers to health and the general nuisance caused by the same. Should malaria or other insect borne diseases be prevalent in the area, he shall provide his staff and labour with suitable prophylactics, equip living accommodation with screens and bed-nets, and carry out spraying with approved insecticides, as appropriate and to the Engineer's satisfaction.

35. Disorderly Conduct

The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of pre-existing local interests.

36. Records of Labour and Accidents

The Contractor shall maintain full records of numbers, working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to the Engineer as he may from time to time prescribe.

37. General

Unless otherwise indicated elsewhere in the Contract, The General Specification for civil works and the Quality Assurance and Quality Control (QAQC) document, as issued by the PMU of RUIDP, shall be followed. The QAQC document of JDA is an integral part of the document and it will be provided with the bid document. A copy of the same shall be made available at the site by the contractor.

38. Site Office for Engineer and Other Supervisory Staff

The Contractor shall arrange to provide office of minimum 300 sq. ft. size as per specification with two tables, four chairs, one steel almirah, sufficient number of display board, telephone etc. fully furnished office accommodation within 15 days from the date of commencement of same and shall become property of the Contractor at the completion of the work. The electrical charges / water charges and all other charges shall be arranged within the area of the work. Approval shall be taken from Engineer prior to making arrangement of the office. The construction of site office and its or maintenance are incidental to the work. The office shall be functional until work is completed. If Engineer found that office arranged by the contractor is not being maintained properly then Engineer has right to deduct a reasonable amount from

that payment. In case adequate space is not available for setting up of such office, the Engineer may waive such requirement on being requested by the Contractor, in writing.

39. Site Office

Within 15 (Fifteen) days from the date of commencement of the work, the Contractor shall arrange to provide a furnished and adequately equipped site office. This shall be removed at the completion of the work.

JDA Site Office

The Agency shall construct site office (semi-permanent structure) for JDA officers and staff, which should be equipped with all necessary equipment required for functioning the office. The area of this office should not be less than 100 sqm with pantry, conference room, toilets and other requisite facilities. A proposal of site office shall be submitted by the agency 15 days after award of work and the same should be constructed and made functional within 45 days after approval of JDA.

The Agency shall provide necessary Air Conditioners, lighting and fixtures i/c fan, RO etc. Four office attendants and four data entry operators shall also be provided by the agency during the whole agreement period. AMC charges, Electricity bill, water supply bills, RO/drinking water bills etc. shall be borne by the agency. The agency shall provide the following furniture (new) for use of JDA staff at site office.

S. No.	Articles	Quantity
1	Executive table (wooden) with side racks	4 Nos.
2	Executive Chair	4 Nos.
3	Office Tables	5 Nos.
4	Office Chairs	5 Nos.
5	Steel Almira	6 Nos.
6	Conference table (for 15 seats)	1 Nos.
7	Conference chairs	10 Nos.
8	Digital display arrangement & sound system	1 Set
9	Four wheeler for staff	1 Nos.

40. Pre-Construction Inspection, Testing & Review of Data for Materials, Plant & Equipment

- i. The contractor shall place order for the material and the equipment only after the approval of the Engineer. The Contractor shall submit the detailed drawings for the approved manufacturer and the procedure of submission, review and revision shall be specified herein below.
- ii. The Contractor shall inform the Engineer about the likely dates of manufacturing, testing and dispatching. The Contractor shall notify the Engineer for Inspection and Testing, at

least twenty-eight days prior to packing and shipping and shall supply the manufacturer's test results and quality control certificates. The Engineer will decide whether he or his representative will inspect and test the material/ equipment or whether he will approve it on the basis of manufacturer's certificate.

- iii. The inspection and test categories shall be applied prior to delivery of the equipment, of various categories as indicated in the technical specifications for each type of the equipment.

Category A:- The Drawing has to be approved by the Engineer before manufacturing and Testing. The material has to be inspected by the Engineer or by an Inspecting agency approved by the Engineer at the manufacturer's premise before packing and dispatching. **The Inspection charges of the agency will be borne by the bidder.** The bidder shall provide the necessary equipment and facilities for tests and the cost, thereof, shall be borne by the bidder.

Category B:- The drawings of the Equipment have to be submitted and to be approved by the Engineer prior to manufacture. The material has to be tested by the manufacturer and the manufacturer's test certificates are to be submitted and approved by the Engineer before dispatching of the Equipment. Notwithstanding the above, the Engineer, after examination of the test certificates, reserves the right to instruct the Contractor for retesting, if required, in the presence of Contractor's representative.

Category C: The material may be manufactured as per standard and delivered to the site.

41. Supply of Colored Record Photographs

The Contractor shall, at his own cost, arrange to take colour photographs at various stages/facets of the work including interesting and novel features of the work as directed by the Engineer and supply two copies of colour record photographs mounted in the albums including negatives with specification and these shall be kept by Employer.

42. Public Awareness / Information Display

The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of project site giving such information as considered necessary for public awareness/ information/ safety as directed by the Engineer.

43. Contractor's Responsibilities

The contractor shall promptly inform the Employer and the Engineer of any error, omission, fault, or any other defect in the design or drawings or specification for the works, which he discovers when reviewing the contract documents, or in the process of execution of the works. The Engineer will resolve the ambiguity or correct the error and will notify the contractor of the interpretation to be adopted.

44. 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 be required to carry out removal / shifting of existing utilities at his own cost. The contractor work program shall include this activity. The work shall be carried out under supervision of concerned department. The supervision charges of the line agencies shall be paid by the contractor and shall be reimbursed on actual on submission of receipt.
- iii. In cases of utilities to be shifted by Govt. departments, no amount shall be paid extra for shifting/ co-ordination. The employer would provide full support to contractor in coordinating with line agencies; however, no claim on account of delay in shifting of utilities by line department will be admissible.

45. Setting Out

- i. The Contractor(s) shall set out the whole of the work in conjunction with an officer to be deputed by the Engineer and during the progress of the work to amend on the requisition of the Engineer 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 tender documents.
- ii. During execution of pile foundation, if there is any variation in soil strata which was not anticipated earlier, the matter shall be referred to Engineer – in – charge for review and modification of design by the competent authority, if considered necessary. Time taken in this process is consider in the original completion period, however no claim on account of delay in getting the sanction from competent authority will be admissible.
- iii. The contractor shall carryout the detailed topographic survey at site and prepares the recommencement survey map for approval of the Engineer's representatives. Based on the approved Pre-commencement survey map, the contractor will prepare the necessary working drawings for the purpose of execution.
- iv. Contractor shall be responsible for taking all traffic block and shutdowns etc. from west central railway authority for execution in railway land / spans. Contractor will get all designs and drawings approved from west central railway authority for all temporary and permanent works of railway land / spans. This will be all incidental to the work. No separate claim on this account shall be payable.
- v. Defect liability period shall be 5 year. Contractor shall furnish an affidavit from the manufacture / supplier firms before actual date of completion.

46. Labor

- i. Engagement of Staff and Labor
 - a) Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

- b) The contractor shall pay equal wages for men and women for work of equal value or type.
- c) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.
- d) The Contractor shall be responsible for obtaining all necessary permit(s) and/or Visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.
- e) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- f) Be required to employ atleast 50% of the labour force from communities within a radius of 2kms from the site, if sufficient people are available.

ii. Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

iii. Labor Laws

- a) The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
- b) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- c) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

iv. Rates of Wages and Conditions of Labour

- a) The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of

wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

- b) The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

v. Working Hours

- a) No work shall be carried out on the Site on locally recognized days of rest, or outside the Normal working hours, which shall be 9.00 AM to 5.00 PM on all days of the week., unless:
 - (i) Otherwise stated in the Contract,
 - (ii) The Engineer gives consent, or
 - (iii) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.
- b) If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Engineer's consent thereto, the Engineer shall not unreasonably withhold such consent.
- c) This Sub-Clause shall not apply to any work, which is customarily carried out by rotary or double-shifts.

vi. Facilities for Staff and Labor

- a) Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.
- b) The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

vii. Health and Safety

- a) The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- b) The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for

this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

- c) The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.
- d) The Contractor shall throughout the contract (including the Defect Liability Period):
 - (i) Conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Engineer's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;
 - (ii) Provide male or female condoms for all Site staff and labor as appropriate; and
 - (iii) Provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related subcontracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose.

viii. Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying member of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

ix. Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a

monthly basis in a form approved by the Engineer and shall be available for inspection by the Engineer. Until the Contractor has completed all work.

x. Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

xi. Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

xii. Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

xiii. Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

xiv. Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

xv. Prohibition of All Forms of Forced or Compulsory Labour

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

xvi. Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age of 14 years.

47. Monitoring

Provision for regular monitoring will be insuring as per the Environmental Management Plan and actions will be taken in case of non-compliance.

48. Change of Scope

- i. Authority may, notwithstanding anything to the contrary in this Agreement, require provision of such addition/deletion to the works and services on or about the Project which are beyond the scope of the Project as contemplated by this Agreement (Change of Scope), Provided such change do not require expenditure exceeding/ reducing by 10% of project cost and do shall be made by Authority by an order (the “change of Scope order”) issued in accordance with the procedure set forth in sub clause 49. ii
- ii. Procedure for Change of Scope
 - a) Authority shall whenever it desires provision of addition/deletion of works and services referred to in sub clause 49.i above, issue to bidder a notice of Change of Scope (the “Change of Scope Notice”) through Engineer In-charge.
 - b) Upon receipt of Change of Scope Notice, the bidder shall, within a period of 15 (fifteen) days, provide to the Engineer In-charge such information as is necessary and reasonable together with preliminary documentation in support of the following:
 - I. The impact which the Change of Scope is likely to have on the Project Completion Schedule if the work is required to be carried out before construction period and
 - II. The cost to the bidder of complying with such Change of Scope Notice on account of increases in quantities of items of work mentioned in the Bill of Quantities at the rate mentioned therein. In case the Bill of quantities does not carry certain items of work required under the Change of Scope, the bidder shall provide the analysis of rates-for carrying out such items of work.
 - c) Engineer-in-charge shall review the information provided by the bidder, asses the change in quantities of items of work, verify the analysis of rates if required, determine the additional cost to the bidder as a result of such Change of Scope and determine the extension/ reduction, if any, to the construction period provided that there will be no change in construction period if the change in the project cost is upto 2%, Provided that where the change in project cost is beyond 2%, then the proposed extension/ reduction to the construction period would taken into account the total change in the project cost (including 2% above).
 - d) Authority shall issue the Change of Scope Order within a period of 15 (fifteen) days from the date of recommendation made by the Engineer In-charge in accordance with preceding sub clause (c) above.
 - e) The Change of Scope Order shall be effective and binding upon receipt thereof by the bidder, Notwithstanding a Dispute regarding cost arid time for implementation of such order, the bidder shall proceed with the performance of such order promptly following; receipt thereof. Any Dispute regarding the extension in the construction period recommended by the Engineer In-charge shall be resolved in accordance with the Dispute Resolution Procedure.

49. The bidder should propose a panel of expert(s) as under:

- a) Project Manager/Project Head with a recognized degree in B Tech (Civil) or equivalent from a reputed institute and at least Ten (15) years of total professional experience,
- b) Structural Engg with B.Tech/B.E., M.Tech (Structure) Degree and experience of minimum 10 years,
- c) Three Project / Site Engineer with experience of minimum 05 years,
- d) Interior/Exterior Designer with experience of minimum 03 years .
- e) Quality Control Engineer with experience of minimum 05 years.
- f) Safety Engg. with relevant qualification and with experience of minimum 05 years.

The bidder should enclose duly attested CVs of the above experts.

Specialized Agencies: The tenderer must associate himself with agencies of the appropriate eligibility for each of specialized nature of items / work listed below individually. Such works shall be got executed only through associated agencies specialized in these fields. The tenderer whose tender is accepted shall indicate the name(s) of his associated specialized agencies those fulfilling the eligibility criteria laid down below after award of work and at least 30 days before commencement of such items / work but within 90 days of award of work whichever is earlier for the approval of the JDA of that component, whose decision shall be final and binding. If the tenderer, having valid electrical license if applicable for E.I. works, himself fulfills the eligibility criteria laid down below for associated specialized agencies, then the tenderer shall not require to associate with himself the associated specialized agency.

It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

The Agency is required to appoint design and execution team on site for pre and post construction works.

Requirement of Technical Representative(s) and Recovery Rates:

Applicable only for pre-construction and construction Phase work.

S. No.	Requirement of Technical Staff		Experience/Qualification		Rate of recovery per person if not appointed
	Designation	Strength	Minimum Experience (Years)	Qualification	
1.	Project Manager	1 No	15 yr (having experience of one similar nature of work)	B Tech or Equivalent	Rs. 100000/- per month
2.	Structural Engineer	1 No	10 Yr (having experience of one similar nature of work)	B.Tech/ B.E , M.Tech (Structure)	Rs. 60000/- per month
3.	Project / site Engineer	3 No	5 Yr.	Civil Graduate Engineer or Diploma Engineer	Rs. 50000/- per month
4.	Quality Control Engineer	1 No	5 Yr.	Civil Graduate Engineer or Diploma Engineer	Rs. 50000/- per month
5.	Safety Engineer	1 No	5 Yr.	Graduate	Rs. 50000/- per month

SECTION – VI-C

CONTRACT FORMS

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1. LETTER OF ACCEPTANCE.

Letter of Acceptance

[On letterhead paper of the Procuring Entity]

As per LOA generated from JDA PMIS System.

2. CONTRACT AGREEMENT.

No. Dated

[name and address of the Contractor] [Notification of Award for the Works] date] . . . [name of the contract and identification number, as given in the ContractData] [amount in numbers and words and name of currency] [designation of the Procuring Entity].....**CONTRACT AGREEMENT.**

THIS AGREEMENT made this day of2022, between Government of Rajasthan, represented by the Executive Engineer, JDA (Jaipur development Authority) Ram Kishor Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur-302004 (hereinafter “the Employer”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part and M/S _____(Contractor name)_____ (Contractor address) (hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contract] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of --- -----(For Jaipur Development Authority)

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance & Work order;
 - b) Bid Document uploaded in eproc.rajasthan.gov.in; sppp.rajasthan.gov.in
 - c) Any addendum, corrigendum issued.
 - d) Pre-bid minutes of meeting
 - e) The Bid of the Contractor as accepted along with the correspondence done on it, if any;
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor Rupees _____/- Rupees (word only) + GST as consideration for execution and completion of the Works and the remedying of defects therein, in the manner prescribed by the Contract.
5. All the terms and conditions of NIT _____, Jaipur will be part of this agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by
Executive Engineer
Jaipur Development Authority

Signed by
Contractor
for and on behalf the Contractor

Witness, Name, Signature, Address

Witness, Name, Signature, Address

Signed by

Signed by

3. PERFORMANCE SECURITY

**(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 HQ, (hereinafter called ‘The Jaipur Development Authority’) has called for tenders for execution of work **“Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis”** 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 or an officer not below the rank of Executive Engineer 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 or an officer not below the rank of Executive Engineer 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 contract or before proceeding against the guarantee herein contained shall be enforceable against the Bank not withstanding any security which Jaipur Development Authority may have obtained or obtain from the Contractor.
9. That on demand of JDA, this Bank Guarantee is in cashable 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.
12. The bank undertakes to renew/ extend the Bank Guarantee 07 days before the expiry of the Bank Guarantee

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

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

PERFORMANCE SECURITY DECLARATION (APPLICABLE FOR PUBLIC UNDERTAKING DEPARTMENTS)

Form of Performance Security Declaration

Date: _____ *[insert date (as day, month and year)]*

Contract Name and No.: _____ *[insert name and number of Contract]*

To: _____ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ *[insert name of subject matter of procurement]*.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the _____ *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, etc. in accordance with the conditions of the Contract.

Signed: _____
[insert signature of person whose name and capacity are shown]

In the capacity of: _____
[insert legal capacity of person signing the Performance Security Declaration]

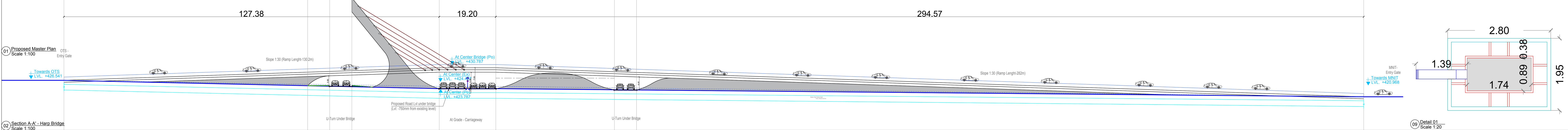
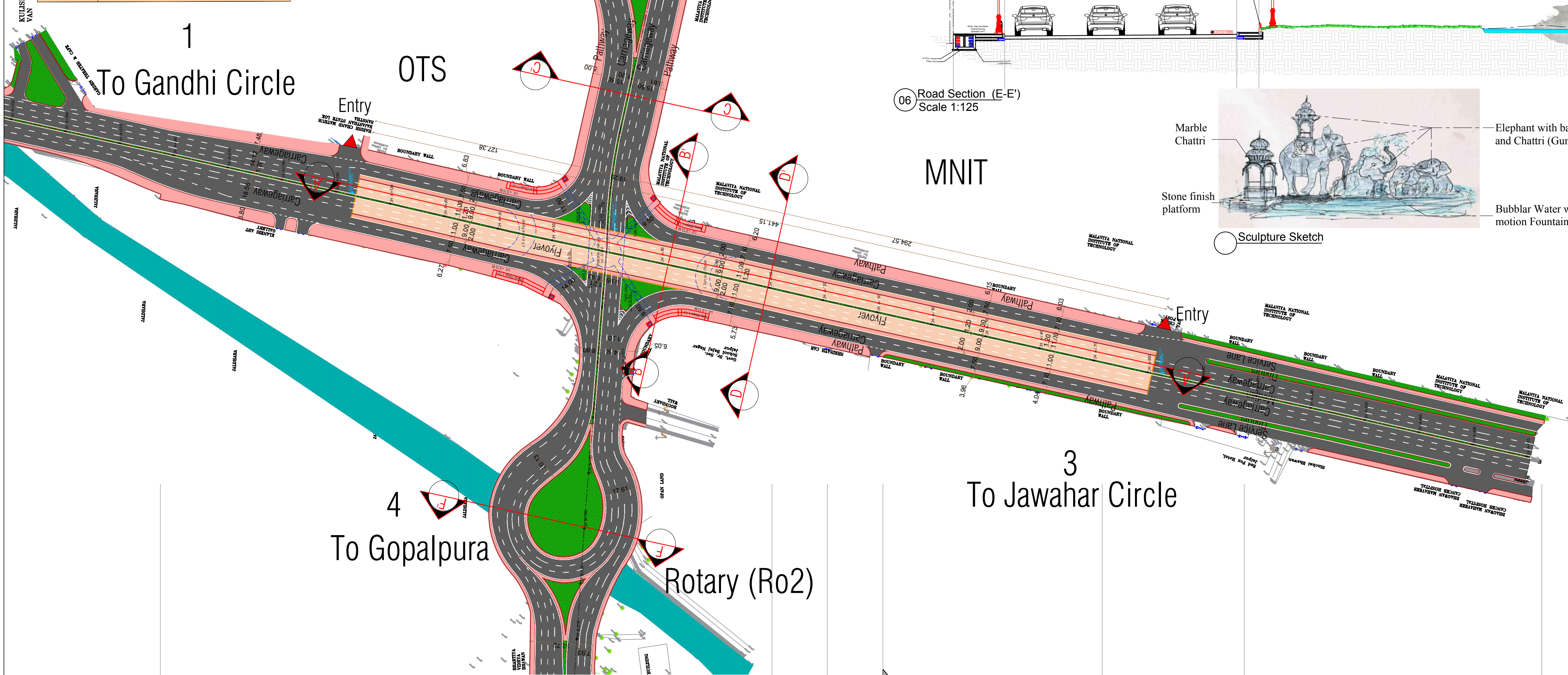
Name: _____
[insert complete name of person signing the Declaration]

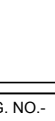
Duly authorized to sign the Contract for and on behalf of: _____
[insert complete name and address of the Bidder]

Dated on day of __, *[insert date of signing]*

Corporate Seal _____

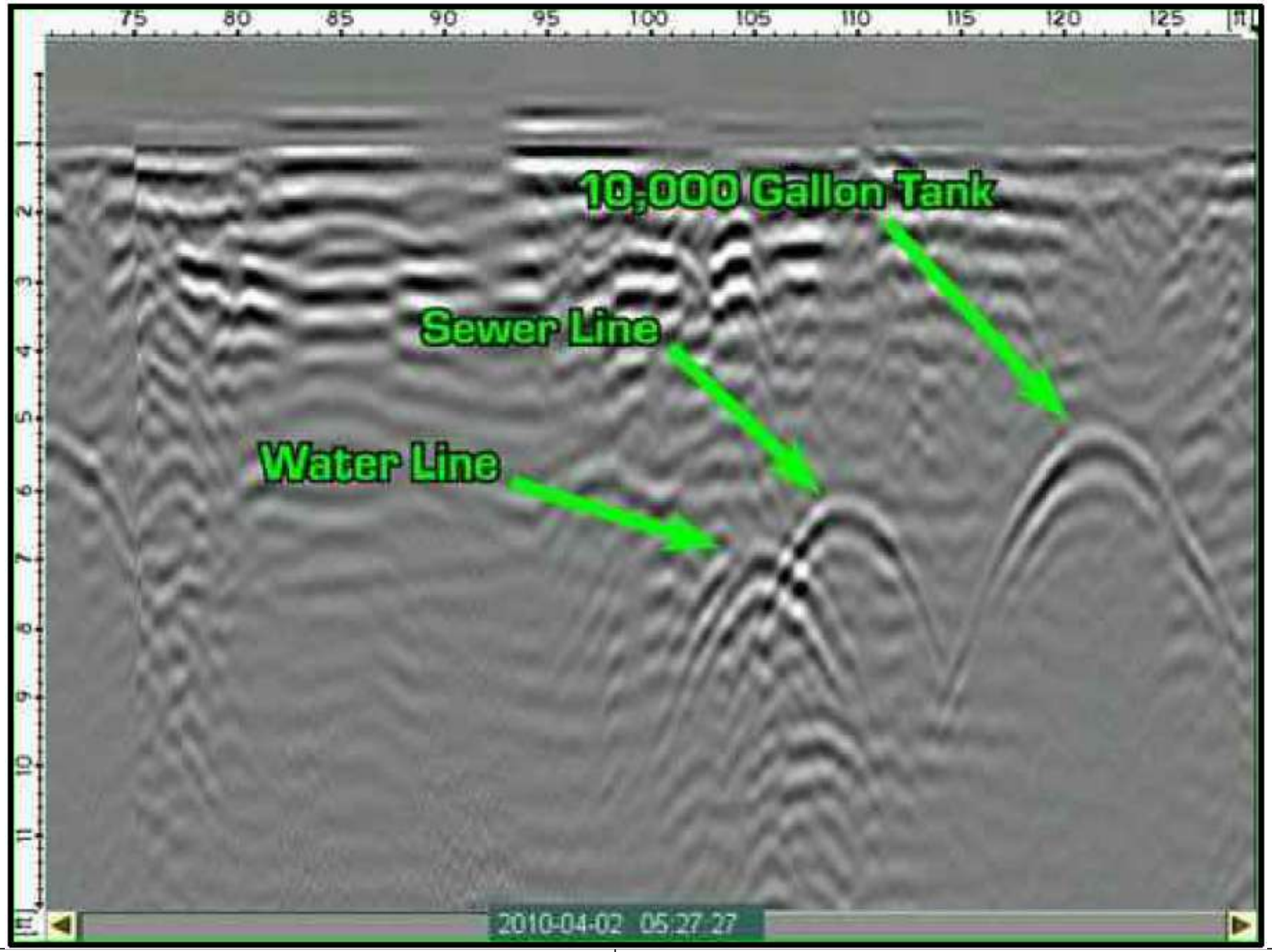
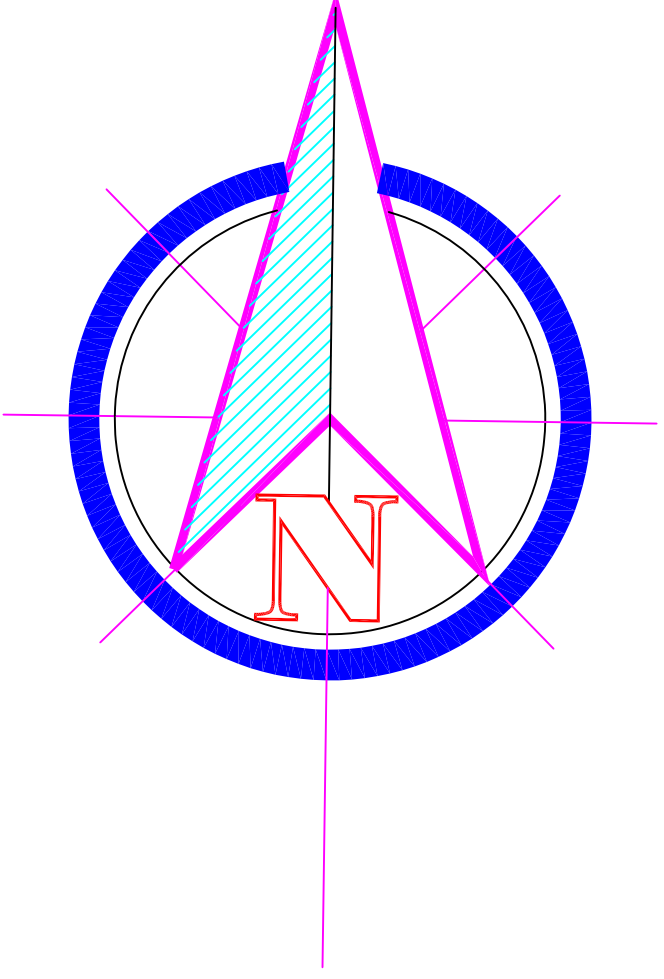
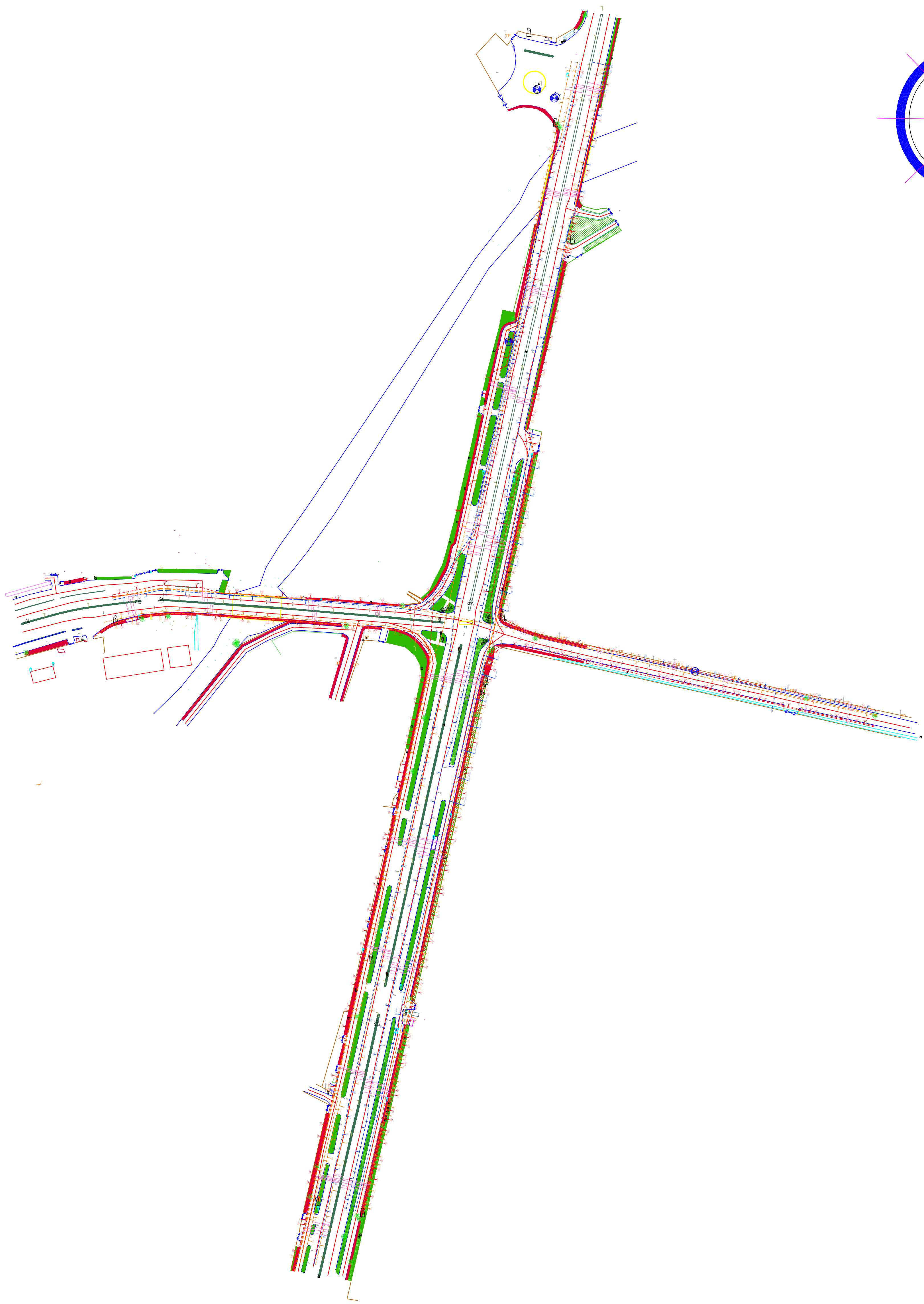
	1	2	3	4
1		SL	B	Ro1
2	Ro2		SL	AG
3	B	Ro2		SL
4	SL	AG	Ro1	
	SL	Slip Lane		
	B	Bridge		
	Ro	At Grade Rotary		
	AG	At Grade		
	UT	U-Turn		



	
S. A. E. PVT. LTD.	
DRG NO.	JOTS/BJD/GAD/01
DRG TITLE	QTS - GENERAL ARRANGEMENT DRAWING
NOTES:-	
1. ALL DIMENSIONS ARE IN mm UNLESS OTHERWISE MENTIONED. ONLY WRITTEN DIMENSIONS TO BE FOLLOWED. NO DIMENSIONS SHALL BE SCALED	
2. CONCRETE SHALL BE DESIGN MIX HAVING MIN. CHARACTERISTIC STRENGTH OF 55MPa AT 28 DAYS ON 150mm CUBE.	
3. CLEAR COVER TO OUTER MOST REINF. SHALL BE AS UNDER:	
(a) BOTTOM FACE	75 mm.
(b) SIDES & TOP SURFACE	50 mm.
4. GRADE OF REINFORCING STEEL SHALL BE TMT Fe-500 CONFORMING TO IS-1786 (AS PER LATEST AMENDMENTS)	
5. MINIMUM LAP LENGTH SHALL BE 750 WHERE 'd' IS THE DIA. OF BAR TO BE LAPPED.	
6. ALL LAP SHALL BE SUITABLY STAGGERED AND MIN. DISTANCE BETWEEN THE ADJACENT LAPS SHALL BE 1.30 TIMES LAP LENGTH	
7. NOT MORE THAN 50% OF REINF. SHALL BE LAPPED AT ANY LOCATION.	
8. LL REPRESENTS LONGITUDINAL AXIS OF BRIDGE AND TT REPRESENTS TRANSVERSE AXIS OF BRIDGE.	
PROJECT : TRAFFIC IMPROVEMENT AND REINTEGRATION WORKS AT QTS, JAIPUR	
DRG TITLE	QTS - GENERAL ARRANGEMENT DRAWING
PROJ. ARCH. -	ARCHANA DAS
P.O. / J.D. / SUPERVISOR -	SHOBAN JAIN
DEALT BY -	VEDHA CHAUDHARY
CHK. BY -	ARCHANA DAS
EXECUTIVE ENGINEER	
SUPERINTENDING ENGINEER	
ADDITIONAL CHIEF ENGINEER	
DIRECTOR ENGINEER	
PRINT : (A1-RZ2)	DESIGN : DATE: 19/07/2022
DESIGNED BY : ANOOP BARTARIA	
SINCORE ARCHITECTS ENGINEERS PVT. LTD.	
REGISTERED OFFICE: 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 8	

GROUND PENETRATING RADAR SURVEY REPORT (GPRS)

KEY MAP



CITY, CIRCLE: JAIPUR

LOCATION: OTS CIRCLE

PROJECT TITLE :
UNDERGROUND UTILITY MAPPING SURVEY FOR OTS CIRCLE,
JAIPUR

SURVEYED BY : GEO-ANSH CONSULTING SERVICES

PROJECT CONSULTANT-

ANOOP BARTARIA

SINCERE ARCHITECTS ENGINEERS PVT. LTD.

ARCHITECTURE , STRUCTURAL DESIGN , INTERIORS , LANDSCAPE , BLDG SERVICES
42, LALSINGHJUDO COLONY,TONK ROAD,JAIPUR (RAJASTHAN)
PHONE 91-141-2552584,2721695. FAX 91-141-2721695
E-MAIL: sincerehouse@gmail.com

LEGEND AND SYMBOLS :-

W	Water Pipeline	Hospital
S	Sewer Water Pipeline	Railway Station
E	Electric Cable	HT Tower
OFC	Telephone Cable	Bus Stand
UC	Unidentified Utility	Airport
GAS	Gas Pipeline	Traffic Signal
Grass Area		Police Station
Kachcha Area		Fire Station/Chimni
RCC		College / University
Footpath		School
Divider		Hotel
Drain		Petrol Pump
Expected Safe Path		Tree
GPR Survey Grid		Sign Board
Road Edge		Kilometer Stone
Culvert		Ofc/ Rgil Pillar
Railway Crossing		Electric Pillar
Road Under Bridge		Gas Pillar
Gate		Gas Marker
Temple		Rgil Chamber
Masjid		Gas Chamber
Church		Water Chamber
Telephone Pole		Sewer Chamber
Electrical Pole		Manhole
Street Light Pole		Water Valve
Telecom Tower (Others)		Chamber
Junction/ Electric Box		Metro Sign Board
Transformer		Dustbin
Longitudinal Utility		Hand Pump

DISCLAIMER :-

The Findings Presented In This Report Are Based On The Sue Exercise Conducted By GACS According To Standards Set For Such Surveys, And By Experienced Personnel. However, Due To Inherent Limitations Of The Indirect Techniques, There Might Be Discrepancies, And Company Does Not Own The Responsibility For Any Damage To The Utilities, Equipment Or Manpower, Arising Out Of Such Discrepancies.

VOLUME-II

(FINANCIAL BID)

JAIPUR DEVELOPMENT AUTHORITY

ENVELOPE-2

FINANCIAL PROPOASL

Name of Work: Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis

Shedule-H

S. No	Particulars	Unit	Qty	Rate	Amount
1	Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis	Complete Job work	1.00	Rate to be Quoted	
Grand Total					

Executive Engineer-Traffic Works -II JDA Jaipur

I/We do hereby agree to execute above work on the total amount of
INR _____ (In figures)
and _____ (In Words) without
any condition. The quoted amount is inclusive all taxes and current applicable GST
Rate.

**Signature of the Bidder
With full Postal Address& Mobile No.**

Validate

Print

Help

Item Rate BoQ**Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR**

Name of Work: Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis

Contract No: EE (TW-II)/02/2022-23

Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Item Description	Quantity	Units	BASIC RATE to be Quoted Bidder Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Traffic improvement and beautification work at OTS crossing JLN marg, JDA, Jaipur (Construction of suspended bridge, Traffic island, Rotaries, Underground art gallery, Pedestrian pathway, Sculpture, fountain, improvement of existing drainage system and road surface, etc.) on Engineering , Procurement and Construction (EPC) basis	1.000	Complete Job work		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				