

# **TENDER**

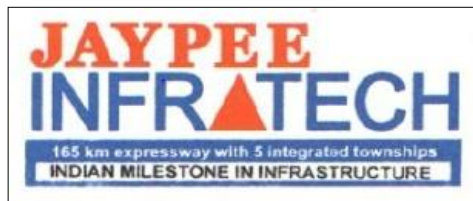
**For**

**Re-surfacing on Structures & Approaches with  
Micro-Surfacing Type – III (Phase – II) at Yamuna  
Expressway Chainage – KM 95.00 to KM 165.00  
from Mathura to Agra, Uttar Pradesh, India**

Last Date for Submission of Bids: **21<sup>st</sup>** of March 2023

**Issued By**

**Jaypee Infratech Limited  
Sector 128, Noida – 201304  
Uttar Pradesh, India**



**Volume- I**

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## **SECTION-1**

### **NOTICE INVITING TENDER**





**JAYPEE INFRATECH Limited**  
Sector128, Noida-201304  
Uttar Pradesh, India

**NOTICE INVITING TENDER (NIT)**

1.0 JIL invites item rate tender from experienced and eligible Contractors for the Re-surfacing on Structures & Approaches with Micro-Surfacing Type – III (Phase – II) at Yamuna Expressway Chainage – KM 95.00 to KM 165.00 from Mathura to Agra, Uttar Pradesh, India, Uttar Pradesh, India at Sector 128, Noida and as per schedule as under:

Tendering Document No.	JIL-YEW/NIT/2023/XX
Name of the Work	Re-surfacing of Structures and its Approaches with Micro-surfacing Type-III grading @14Kg per Sqm with Polymer Modified Cationic Bitumen Emulsion.
Brief Scope of Work	Re-surfacing on Structures & Approaches with Micro-Surfacing Type – III (Phase – II) at Yamuna Expressway Chainage – KM 95.00 to KM 165.00 from Mathura to Agra, Uttar Pradesh, India, Uttar Pradesh India
Period of Completion	<p><b>10 Months</b></p> <p>The Re-surfacing work Phase – II shall be completed in Phase Manner over the period of 10 months as defined below:</p> <ol style="list-style-type: none"> <li>1. Phase I: Structures B/w Stretch 95.00 kms (Mathura toll plaza) to 165 Kms Left Hand side.</li> <li>2. Phase II: Structures B/w Stretch 95.00 kms (Mathura toll plaza) to 165 Kms Right Hand side.</li> </ol>
Earnest Money Deposit	<p>INR 50,000 (Rupees Fifty Thousand only)</p> <p><b>Bank Details of JAYPEE INFRATECH Ltd.</b> for preparation of Bank Guarantee: Name of Beneficiary: Jaypee Infratech Ltd. Bank: IDBI Limited, Videocon Tower, 1<sup>st</sup> Floor, E-1, Jhandewalan Extension, New Delhi 110055 Current A/C No.: <b>011103000012166</b> IFSCode: <b>IBKL0000127</b></p>
Last date & time of submission of online Tender through email at irpjil@bsraffiliates.com	Up to 21.03.2023 by 5.00 PM (IST)

Signature of Tenderer

Signature of JIL

Period during which hard copy in original of EMD, Cost of Tender Document, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	Up to 5.00 PM (IST) on or before the date of submission of tender  In the office of: Interim Resolution Professional (IRP) Jaypee Infratech Office (J Block) Sultanpur, Sector 128, Noida 201304 Uttar Pradesh
Date & Time of Opening of technical Tender	22.03.2023 at 12.00 PM
Pre-Tender Meeting & Venue	16 <sup>th</sup> March 2023 at 04.00 PM at Jaypee Office Noida Sec-128
Date & Time of Opening of Financial Tender	To be Intimated Later
Validity of offer	15 days from the date of opening of price tender.

The tender document can be downloaded from website [www.jaypeeinfratech.com](http://www.jaypeeinfratech.com) **“Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.**

## 2.0 **Minimum Eligibility Criteria:**

The interested bidders should meet the following minimum qualifying criteria:

### **A. Work Experience:**

- 1) Experience of having successfully completed similar work orders during the last 3 years ending previous day of last date of submission of tenders:
- 2) The Bidder have his own machineries & equipment's 01 Nos Micro-surfacing Paver Machine, 1 Milling Machine, 1 Sweeping Machine.
- 3) The Bidder have never abandoned or left work incomplete in last 5 Years.

**“Similar works” shall mean “The bidder has been completed Micro Surfacing Type – III minimum 1 Lakh Sqm (One Lakh Square Meter) on Structures/PQC”.**

- i) The experience in similar nature of work should be supported by certificates issued by the client's organisation. In case the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates. In case of running work upto date quantity has been executed and amount paid as per TDS Certificate endorsed by client shall be submitted.
- ii) The Purchase & registration certificate of Equipment's & Machineries shall be provided by bidder as a proof of ownership of machineries & equipment's.

- iii) Joint venture / consortia of firms / companies shall not be allowed, and the bidders should meet the above criteria themselves.
- iv) Bidder shall submit the Affidavit that they have never abandoned or left work incomplete in last 5 years. During course of tendering if it is found that the undertaking in the affidavit is untrue, the bidder will automatically be disqualified from bidding process.

**v) Certificates of Subsidiary/Group Companies:**

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified based on experience of the parental company/group company/Own works shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

**vi) Foreign Certificate:**

- (a) In case the work experience is for the work executed outside India, the bidders must submit the completion/experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The contractor shall also get the completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

- (b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

**B. Financial Strength:**

- i) The Average annual financial turnover for last 3 years shall be at least 5 Cr.(Five Crore) The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal/ signatures and registration number. In case of Companies/Firms less than 3 years old, the Average annual financial turnover shall be worked out for the available period only.
- ii) Net Worth of the company /firm as on last day of preceding Financial Year should be positive.
- iii) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

The bidders are required to submit page of summarised Balance Sheet (Audited) and page of summarised Profit & Loss Account (Audited) for last three years.

3.0 The intending tenderer must read the terms and conditions of JIL 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 Tenderers posted on Website shall form part of Tender Document.

4.0 The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted

by email at [irpjil@bsraffiliates.com](mailto:irpjil@bsraffiliates.com) with the mandatory scanned documents such as a) Demand Draft / Pay order or Banker`s Cheque towards cost of tender document, b) Demand Draft/Pay Order or Banker`s Cheque / Bank Guarantee of

any Nationalized or all Commercial Scheduled Bank against EMD & All other documents shall be as per Notice Inviting tender.

5.0 **Set of Contract/Tender Documents:**

The following documents will constitute set of tender documents:

- a) Notice Inviting Tender
- b) Quoting Sheet for Tenderer
- c) Instructions to Tenderers & General Conditions of Contract (Vol-I/2022)
- d) Technical Specifications (Vol-II)
- e) Bill of Quantities (Vol-III)
- f) List of approved makes of materials
- g) Memorandum Annexure-I
- h) Acceptance of Tender Conditions (Annexure-II)
- i) Addendum/Corrigendum, if any- Duly signed by authorized person
- j) Special Conditions of Contract
- k) Pre-bid clarifications if any

6.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done based on documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

7.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids to avoid problems which the bidders may face in submission at last moment /during rush hours.

However, after submission of the tender the tenderer can re-submit revised tender any number of times but before last time and date of submission of tender as notified.

- 8.0 When it is desired by JIL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then the tender submitted earlier shall become invalid.
- 9.0 Contractor can upload documents in the form of JPG format and PDF Format while submitting the tender through email at [irpjil@bsraffiliates.com](mailto:irpjil@bsraffiliates.com).
- 10.0 Contractor to upload scanned copies of all the documents including valid GST registration/EPF registration, PAN No. as stipulated in the tender document.
- 11.0 If the contractor is found ineligible after opening of tenders, his tender shall become invalid, and cost of tender document and processing fee shall not be refunded.
- 12.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender through email and hard copies as submitted physically by the contractor the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- 13.0 Notwithstanding anything stated above, JIL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of JIL. In case, tenderer's capabilities and capacities are not found satisfactory, JIL reserves the right to reject the tender.
- 14.0 Certificate of Financial Turn Over:  
At the time of submission of tender, the tenderer shall submit Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be uploaded and submitted in hard copy also.
- 15.0 In case of Item Rate Tender, Contractor must ensure to quote single Item rate. The Rate shall be Quoted upto 2 Decimals Place.  
  
The tenderer shall password protect the quoting sheet before uploading while submitting the tender and shall send the password by email to [irpjil@bsraffiliates.com](mailto:irpjil@bsraffiliates.com) in between 11.00 AM IST to 12:00 AM IST on the date of opening of financial tender.
- 16.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 7 days from the date of uploading of Tender on web site but latest by so as to reach JIL office not less than 2 days prior to the date of Pre-bid meeting (if to be held as per NIT). JIL will reply only those queries which are essentially required for submission of bids. JIL will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.

The Pre-Bid meeting shall be attended by the intending bidders only and not by vendors/manufacturers. Further, the intending bidders should depute their authorized person with authorization letter in original to attend the pre-bid meeting.

**17.0 List of Documents to be scanned, uploaded and also to be submitted in hard copy within the period of tender submission:**

- a) Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.
- b) Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.
- c) Memorandum Annexure-I.
- d) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-II of GCC) (On Letter Head of the Applicant/ Bidder).
- e) Details of Work Experience Certificates - FORM-A.
- f) Details of Similar Works - FORM-B.
- g) Financial Details- FORM-C.
- h) TDS details for Private Sector Projects - FORM-D.
- i) Documents regarding Net Worth of the Company Firm.
- j) Form-H of GCC-Affidavit duly notarized by Notary Public on Non-Judicial Stamp Paper of Rs. 100 for correctness of Documents /Information.
- k) Power of Attorney of the person authorised for signing/submitting the tender.
- l) Valid GST registration/ EPF registration/ PAN NO.
- m) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- n) Pre-bid clarifications, if any.
- o) General Information – Form-F
- p) Work Experience Certificates consisting of details as mentioned in Form-G
- q) Registration Details of the contractor in the GST Act– Form-I

**NOTE:**

- 1. All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered.
- 2. In case of foreign bidders participating individually, the bidder is exempted from submission of GST/EPF/ESIC registration/PAN etc. including all other statutory registrations/ permissions/ approvals for executing work in India during bid submission. However, foreign bidders have to submit undertaking stating that they will be complying

with such mandatory requirements within 60 days of issue of Letter of award.

The Contract agreement shall be signed only after meeting out all such requirements. No payment shall be released till such registration(s). In case of non-fulfilment of any such requirement by the bidder in due course of time, EMD shall be forfeited, and the party will be put under holiday list.

18.0 (a) No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.

(b) All the uploaded and submitted documents shall be considered as duly signed by contractor/ authorized representative.

19.0 **JIL** reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. JIL does not bind itself to accept lowest tender. The JIL reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by JIL after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by JIL on this account.

20.0 Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

21.0 In case of any query, please contact **Shri Sanjiv Bajaj Ph. No. 9479843266** during Office hours.

**(JIL)**

**Annexure-I****MEMORANDUM**

<b>Sl. No.</b>	<b>Description</b>	<b>Cl. No. of NIT/ITT/ Clauses of Contract (CC)</b>	<b>Values/Description to be Applicable for Relevant Clause(s)</b>
1)	Name of Work		Re-surfacing on Structures & Approaches with Micro-Surfacing Type – III (Phase – II) at Yamuna Expressway Chainage – KM 95.00 to KM 165.00 from Mathura to Agra, Uttar Pradesh, India, Uttar Pradesh India
2)	Client/Owner		JIL
3)	Type of Tender		Item rate tender
4)	Earnest Money Deposit	NIT	Rs 50,000
5)	Time allowed for Completion of Work	NIT	10 Months
6)	Mobilization Advance	CC / 4.0	<b>10%</b> of contract value
7)	Schedule of Rates applicable		Market Rate
8)	Validity of Tender	ITT / 8.0	90 (Ninety) Days
9)	Performance Guarantee	CC / 2.0	5% (Five Percent Only) of contract value within 15 days from the issue of Letter of Award.
10)	Security Deposit / Retention Money	CC / 3.0	5% (Five Percent Only) of the gross value of each running/final bill.
11)	Time allowed for starting the work	ITT / 15.0	The date of start of contract shall be reckoned from 10 days after the date of issue of letter of Award.
12)	Escalation	CC / 7.0	All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this



			contract
13)	Defect Liability Period	CC /38.0	Thirty-Six months from the date of taking over of the works by the JIL.

## **SECTION-2**

### **INSTRUCTIONS TO TENDERER**

Signature of Tenderer

Signature of JIL

## Instructions to Tenderers (ITT)

1.0	Item rate tenders are invited from experienced and eligible Contractors for Re-surfacing on Structures & Approaches with Micro-Surfacing Type – III (Phase – II) at Yamuna Expressway Chainage – KM 95.00 to KM 165.00 from Mathura to Agra, Uttar Pradesh, India, Uttar Pradesh India
3.0	The tender document as uploaded can be seen on website <a href="http://www.jaypeeinfra.tech">www.jaypeeinfra.tech</a> and can be downloaded free of cost.
4.0	<p><b>Earnest Money Deposit</b></p> <p>Earnest Money Deposit of amount as mentioned in "NIT/ Memorandum (Annexure-I)" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Jaypee Infra Limited from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of 180 (One Hundred Eighty) days from the original last day of submission of Tender. The EMD shall be scanned and uploaded to the e-mail at <a href="mailto:irpjil@bsraffiliates.com">irpjil@bsraffiliates.com</a> with online tender submission within the period of tender submission and original should be deposited in office of JIL.</p> <p>The EMD shall be payable to Jaypee Infratech Limited without any condition(s), recourse or reservations.</p> <p>i) The Bid will be rejected by JIL as non-responsive and shall not be considered in case EMD is not received in Physical form.</p> <p>ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.</p> <p>iii) The EMD of the successful bidder will be discharged after the contractor has furnished the required acceptable performance guarantee.</p> <p>iv) No interest shall be paid by JIL on the EMD.</p> <p>v) The EMD may be forfeited:</p> <ul style="list-style-type: none"> <li>a) if the bidder withdraws the bid after bid opening during the period of validity.</li> <li>b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.</li> <li>c) Upon non acceptance of LOI/LOA, if and when placed.</li> <li>d) In the case of a successful bidder, if the bidder fails to Sign the Agreement within the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.</li> </ul>

	<p>e) If any bidder furnishes any incorrect or false, statement/information/document.</p> <p>f) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of JIL and/or name of bidders near relative who is posted in the project office/concerned office of JIL.</p>
	<p>Interested bidder who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-mail at <a href="mailto:irpjil@bsraffiliates.com">irpjil@bsraffiliates.com</a> with online tender submission within the period of tender submission:</p> <p>Cost of Tender Document – <u>NIL</u></p> <p>Demand Draft or Pay Order Banker's Cheque or Bank Guarantee against EMD, Cost of Tender Document, Affidavit for correctness of Documents /Information (In original). Financial Details (in Original) certified by the Chartered Accountant (In original), shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document" with name of work and due date of opening of the tender also mentioned thereon.</p>
6.0	<p>The documents are to be submitted in the office of JIL before last date &amp; time of submission of tender mentioned in the NIT.</p> <p>The documents submitted shall be opened on mentioned date &amp; time for opening of tender.</p> <p>Online technical tender documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order. The Price tender of those tenderers whose documents found to be in order shall be opened. The date of opening of price tender shall be informed to the tenderer.</p>
7.0	<p>The tender submitted shall become invalid if:</p> <p>i) The tenderer is found ineligible.</p> <p>ii) The tenderer does not upload all the documents (including GST Registration) as stipulated in the tender document.</p> <p>iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically in the office of tender opening authority.</p>
8.0	<p><b>VALIDITY OF TENDER</b></p> <p>The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the JIL, then the JIL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process</p>

Signature of Tenderer

Signature of JIL

	of work.
9.0	<b>ACCEPTANCE OF TENDER</b> JIL reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever. JIL does not bind itself to accept the lowest tender. The JIL reserves the right to award the work to a single party or split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The Contractor is bound to accept the part work as offered by JIL after split up at the quoted/negotiated rates.
10.0	The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected. Tenders in which, any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
11.0	The witnesses to the Tender/Contract Agreement shall be other than the tenderer/ tenderers competing for this work and must indicate full name, address, and status/occupation with dated signatures.
12.0	On acceptance of tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 07 days of issue date of letter of Awards by JIL.
13.0	<p>The tenderer shall not be permitted to tender for works if his near relative is posted in the project office or in any concerned Office of the JIL. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in JIL. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeiture of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under JIL.</p> <p>For the purpose of operation of this clause a near relative shall mean wife, husband, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.</p>
14.0	The time of completion of the entire work, as contained in contract shall be as mentioned in "Memorandum - Annexure-I", which shall be reckoned from the date of start.
15.0	Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
16.0	The tender award, execution and completion of work shall be governed by tender documents consisting of (but not limited to) Letter of Award/Letter of work order, Bill of Quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderers shall be deemed to have gone through the various conditions including sub-soil water conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
17.0	The drawings with the tender documents if any are Tender Drawing and are indicative only.

18.0	<p><b>ADDENDA/ CORRIGENDA</b></p> <p>Addenda/Corrigenda to the tender documents may be issued prior to the date of submission of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The tenderer shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. The tenderer shall return such Addenda/ Corrigenda duly signed and stamped as confirmation of its receipt &amp; acceptance and submit along with the tender document. All addenda/ Corrigenda shall be signed and stamped on each page by the tenderer and shall become part of the tender and contract documents.</p>
19.0	<p><b>SITE VISIT AND COLLECTING LOCAL INFORMATION</b></p> <p>Before tendering, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water &amp; power supply, application of taxes, duties and levies as applicable &amp; any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies &amp; other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the JIL at a later date.</p>
20.0	<p><b>ACCESS BY ROAD</b></p> <p>Contractor, if necessary, shall build temporary access roads to the actual site of construction for the works at his own cost to make the site accessible. The Contractor shall maintain the same in motorable condition at all the times as directed by Engineer-in-Charge at his own cost. The contractor shall be required to permit the use of any roads so constructed by him for vehicles of JIL or any other agencies/ contractors who may be engaged on the project site, free of cost.</p> <p>Non-availability of access roads or approach to site, for the use of the contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.</p>
21.0	<p><b>HANDING OVER &amp; CLEARING OF SITE</b></p> <p>21.1 The Contractor should note that area for construction may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The work may be required to be carried out in constrained situations. The work is to be carried out in such a way that the traffic, people movement, if any, is kept operative and nothing extra shall be payable to the contractor due to this phasing / sequencing of the work. The contractor is required to arrange the resources to complete the entire project within total stipulated time. Traffic diversion, if required, is to be done and maintained as per requirement of local traffic police or/and as per specification, by the contractor at his own cost and the contractor shall not be entitled for any extra payment, whatsoever, in this regard.</p> <p>21.2 The efforts will be made by the JIL to handover the site to the Contractor free of encumbrances. However, in case of any delay in handing over of the site to the Contractor, the JIL shall only</p>

Signature of Tenderer

Signature of JIL

	<p>consider suitable extension of time for the execution of the work. It should be clearly understood that the JIL shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Contractor's labour, equipment etc.</p> <p>21.3 Old structures on the proposed site, if required, shall be demolished by the contractor properly at his own cost unless and otherwise mentioned elsewhere in the tender document. The useful material obtained from demolition of structures &amp; services shall be the property of JIL and these materials shall be stacked in workmanship like at the place specified by the Engineer-in-charge.</p> <p>21.4 Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing drain and road, as the case may be. The existing drain, road would be demolished, wherever required, with the progress of work under the scope of proposed project. The existing Road and Drain which are not in the alignment of the said project but are affected and/or need to demolish during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regard shall be deemed to be included in the quoted rates of the bill of quantity items and contractor shall not be entitled for any extra payment whatsoever in this regard.</p> <p>21.5 The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. is the responsibility of contractor to ascertain the utilities that are to be affected by the works through the site investigation.</p> <p>21.6 The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/ re-alignment of existing public utilities. JIL shall only assist the contractor for lesioning in obtaining the approval from the concerned authorities.</p> <p>21.7 Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.</p>
22.0	<p><b>SCOPE OF WORK</b></p> <p>21.1 The scope of work covered in this tender shall be as per the Bill of Quantities, specifications, drawings, instructions, orders issued to the contractor from time to time during the pendency of work. The drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. Shop drawing to be submitted by the contractor for the approval from the client. The work will be executed as per the direction of engineer In-charge only.</p> <p>22.2 The quantities of various items as entered in the "BILL OF</p>

	<p>QUANTITIES" are indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities. The variation of quantities will be governed as per clause No. 6.0 of contract.</p>
23.0	<p><b>APPROVAL OF TEMPORARY / ENABLING WORKS</b></p> <p>The setting and nature of all offices, huts, access road to the work areas and all other temporary works as may be required for the proper execution of the works shall be subject to the approval of the Engineer-in-charge. All the equipment, labour, material including cement, reinforcement and the structural steel required for the enabling/temporary works associated with the entire Contract-shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account.</p>
24.0	<p><b>CLARIFICATION AFTER TENDER SUBMISSION</b></p> <p>Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the JIL and/or his employees/representatives on matters related to the tender under consideration and that if necessary, JIL will obtain clarifications in writing or as may be necessary. The tender evaluation and process of award of works is done by duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.</p>
25.0	<p><b>ORDER OF PRECEDENCE OF DOCUMENTS</b></p> <p>In case of difference, contradiction, discrepancy, with regard to conditions of contract, Specifications, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.</p> <ul style="list-style-type: none"> <li>i) Letter of Award, along with statement of agreed variations and its enclosures, if any.</li> <li>ii) Special Condition of Contract</li> <li>iii) Description of Bill of Quantity / Schedule of Quantities.</li> <li>iv) Technical specifications (General, Additional and Technical Specification) as given in Tender documents.</li> <li>v) General Conditions of Contract.</li> <li>vi) Drawings</li> <li>vii) CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.</li> <li>viii) Relevant B.I.S. Codes</li> </ul>
26.0	<p>The benefits under the Govt. policies (Such as public procurement (preference to make in India) order 2017 or any further revision at any later date) shall be available to the eligible bidders on submitting relevant supporting documents.</p>

Signature of Tenderer

Signature of JIL

## **Annexure-II**

### **ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

Jaypee Infratech Limited,  
\_\_\_\_\_  
\_\_\_\_\_

#### **Sub: Name of the work & NIT No.:**

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:
  - a) Notice Inviting Tender
  - b) Quoting Sheet for Tenderer
  - c) Instructions to Tenderers & General Conditions of Contract
  - d) Technical Specifications (Vol-II)
  - e) Bill of Quantities (Vol-III)
  - f) List of approved makes of materials if any
  - g) Tender Drawings if any
  - h) Memorandum Annexure-I
  - i) Acceptance of Tender Conditions (Annexure-II)
  - j) Details of Work Experience Certificates - FORM-A
  - k) Details of Similar Works - FORM-B
  - l) Financial Details- FORM-C
  - m) TDS details for Private Sector Projects - FORM-D
  - n) Form-H of GCC –Affidavit for correctness of Documents /Information.
  - o) Addendum/Corrigendum, if any- Duly signed by authorized person



- p) Special Conditions of Contract
- q) Pre-bid clarifications if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of tender document, EMD and other documents as per Notice Inviting tender AND I/We agree to pay the cost of tender document, EMD and other documents in physical form in the form and manner as described in NIT/ITT.
- v) Should this tender be accepted, I/We agree to abide by and fulfill all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay JIL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clause 74 of Clauses of Contract and/or I/we fail to submit performance guarantee as per Clause 02 of Clauses of Contract, I/we agree that JIL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,  
(Signature of the tenderer with rubber stamp)

Dated \_\_\_\_\_

**Tender for:** .....**MANDATORY INFORMATION DOCUMENTS:****DETAILS OF WORK EXPERIENCE CERTIFICATES****(Details to be filled online also)**

S. No	Name of work and its location	Name of Client	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Value of TDS in case of Private Work
1.							
2.							
3.							

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Bidder with Seal**

**Tender for:** .....

**MANDATORY INFORMATION DOCUMENTS:**

**DETAILS OF SIMILAR WORKS**

**(Details to be filled online also)**

S. No	Name of Work for which Experience Certificate has been submitted	Name of Clients	Date and No. of Completion Certificate	Date of Start & Completion of work	Type of Work Total Scope of work
1					
2					
3					

If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted and uploaded on Tender Website along with the Completion Certificate.

**Signature of Bidder with Seal**

Signature of Tenderer

Signature of JIL

**FINANCIAL DETAILS****(Details to be filled online also)****Tender For:** .....**MANDATORY INFORMATION DOCUMENTS:**

S.No	Description	1 <sup>st</sup> FY Rs. (In Lacs)	2 <sup>nd</sup> FY Rs. (In Lacs)	3 <sup>rd</sup> FY (& last) FY Rs. (In Lacs)
		<b>a</b>	<b>b</b>	<b>c</b>
i.)	Profit/Loss			
ii.)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii.)	Average Annual Turnover for previous 3 financial years (Rs. In Lacs) = $(a+b+c)/3$			
iv.)	Net Worth (paid up capital + reserves) as on last day of the preceding Financial Year.			

1. Summarised page of Audited Profit & Loss Account of previous three Financial Years duly certified by the chartered account, is to be submitted.

2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered account, is to be submitted.

Note: This Form-C is to be submitted in original.

**Signature of Chartered  
Accountant with Seal**

**Seal and Signature  
of bidder**

**FORM-D**

**TDS DETAILS FOR PRIVATE SECTOR PROJECTS**

**(Details to be filled online also)**

S. No.	Name of Work	Name of Clients	Project Cost in Crores	No. And Date of Completion Certificate	Cost of the work on completion in Crores	Payments Received as per TDS In Crores	TDS Corresponding to the Payments	Year wise TDS as per Form-26AS/Form 16A relating to the work
1.								
2.								
3.								

**Note:** Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.

This form needs to be supported with Form-26AS taken in HTML format or Form -16A.

**Signature of Bidder with Seal**

Signature of Chartered Accountant  
With Stamp and Membership Number

Signature of Tenderer

Signature of JIL

**GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person:  Telephone Nos.  Fax Nos.  Mobile	
5.	Type of Organization: a) An individual  b) A proprietary firm  c) A firm in partnership (Attach copy of Partnership)  d) A Limited Company (Attach copy of Article of Association)  e) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons , who is authorized to deal with JIL (Attach copy of power of Attorney)	
9.	Bank Details : Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

**Signature of Bidder with Seal**

**FORM- G**

**Name of the Client with Address, email & phone no.**

Dispatch No.....

Date: .....

**WORK EXPERIENCE CERTIFICATE**

**Name of Contractor**\_\_\_\_\_

1	Name of work / project & Location				
2	Name and Address of the Clients				
3	Agreement Amount				
4	Cost of work on completion				
5	Date of start				
6	Stipulated date of completion				
7	Actual date of completion				
8	Amount of compensation levied for delayed completion if any				
9	Type of Work				
13	Performance report	Outstanding	Very Good	Good	Poor
(a)	Quality of work				
(b)	Resourcefulness				
(c)	Financial soundness				
(d)	Technical proficiency				
(e)	General behaviour				

Date Name & Designation  
Signature with Seal  
Of issuing Authority

Signature of Tenderer

Signature of JIL

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only) duly attested by Notary Public)**

Affidavit of Mr. ....S/o .....  
R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for ..... (*Name of work*).....  
To JIL are genuine and true and nothing has been concealed.
3. I shall have no objection in case JIL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case JIL demands so for verification.
4. That \_\_\_\_\_ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/E II dated 15.06.17 or any further revision at any later date during the entire tenancy of the contract.

Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company(in the case of companies) or from a practicing-chartered accountant (in case of tenderer other than companies)

5. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, JIL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
6. I shall have no objection in case JIL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before JIL receives said verification.
7. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, JIL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
8. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by JIL. If this information is found incorrect, JIL at its discretion may disqualify / reject / terminate the bid/contract.
9. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.



I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge, and nothing has been concealed there from..... and that no part of it is false.

DEPONENT

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

**FORM-I**

<b>GST Registration Details of Contractor/Vender</b>	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

**SECTION-3**  
**CLAUSES OF CONTRACT**

Signature of Tenderer

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Signature of JIL

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# CLAUSES OF CONTRACT(CC)

## 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 Jaypee Infratech Limited 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 Jaypee Infratech Limited, hereinafter called 'JIL' propose to get the works executed as mentioned in the Contract.
- 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 JIL.
  - 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 JIL 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 JIL'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) **JIL** shall means Jaypee Infratech Limited, a company registered under the Indian Company Act 1956, with its registered office at Sector 128, Noida, Uttar Pradesh 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) **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.
- m) **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 JIL/client/owner or used for the purpose of the contract.
- n) **TENDER** means the Contractor's priced offer to JIL 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".
- o) **WRITING** means any manuscript typed written or printed statement under or over signature and/or seal as the case may be.
- p) **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.
- q) Headings in the clauses/ conditions of tender documents are for convenience only and shall not be used for interpretation of the clause/condition.
- r) 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.
- s) **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 JIL 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 JIL's faulty design of works.
- t) **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.
- u) **Execution** means carrying out /cause to carry out every work by the contractor  
so as to fulfil his contractual obligation as per his Scope of Work commencing from the issue of Letter of Award including (but not limited to) Design, preparation of Drawings, Construction activities, approval processes etc. till completion/handing over of work also including Defects liability period.
- v) "Works" shall means the work including survey, investigation, design, both

permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested,

commissioned, (including Integrated Testing and Commissioning) and remedying

of any defects, and/ or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/ activities to complete the project/ work.

w) **"Drawings"** shall mean the Employer's Drawings and the Drawings submitted by the Contractor and any modification of such drawings as any, from time to time,

be furnished or for which the Engineer has issued a Notice of No Objection. This definition supersedes the definition stated in sub-clause(e) of clause 1.2 of section 3 of GCC.

x) **"Employer's Requirements"** shall mean the description of the scope, standard, design criteria, specifications, drawings, program of work, indigenization program (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.

## **2.0 PERFORMANCE GUARANTEE:**

2.1 "Within 15 (Fifteen) days from the date of issue of letter of Award, the contractor shall submit to JIL. irrevocable performance bank guarantee (5% of contract Value) in the form appended or Fixed Deposit Receipt (FDR) pledged in favour of JIL, from any Nationalized Bank or all Commercial schedule bank. In case FDR of any bank is furnished by the contractor to JIL 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 JIL to make good the deficit. 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.

2.2 JIL reserve the right of forfeiture of the 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 JIL 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 fulfill any contractual obligation in future.

- 2.4 In case a bank guarantee/FDR is forfeited for recovery, forfeited PBGs/FDRs will remain with JIL which shall be returned after successful completion/ testing/ commissioning and handing over the project to JIL up to the entire satisfaction of JIL.
- 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 JIL by the contractor and the remaining works are under hold/suspended for more than 3 months due to some hindrance beyond control of contractor/JIL or due to non-availability of site/clearance from JIL, the un-forfeited performance bank guarantee(s)/FDR(s) submitted by the contractor and available with JIL as on date, on specific request of the contractor, may be released and returned back to the contractor in lieu of submission and due verification of a fresh PBG/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 @ 5% (five per cent only) of the gross value of the Running Account/ final bill.
- 3.2 If the amount of Security Deposit deducted in cash is more than Rs.10.00 lakhs (Rupees Ten lakhs only) in case of contract value more than 3.00 Crore, Rs.5 lakhs in case of contract value up to. Rs.3.00 crore, the excess amount beyond Rs. 10 Lakhs or 5 lakhs (as the case may be) can be replaced by the contractor by submission of Bank Guarantee in the prescribed proforma of JIL or Fixed Deposit Receipt (FDR) pledged in favour of Jaypee Infratech Limited of equivalent amount from any Nationalized Bank or all Commercial Scheduled Bank. The Bank Guarantee/ FDR shall be initially valid up to the 3 months beyond the stipulated defect liability period. In case the time for completion of works gets enlarged, the contractor shall get the validity of bank Guarantee/ FDR extended to cover such enlarged time for completion of work.
- 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:
- 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 JIL.
- 3.4 JIL 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**

- 4.1 Mobilization advance up to maximum of amount as mentioned in the "Memorandum (Annexure-I)" shall be paid to the contractor, if requested by him, on submission of irrevocable Bank Guarantee valid for contract period of an amount 1.1 times of the mobilization advance to take care of advance and interest at prescribed rate from a nationalized bank or all Commercial

scheduled bank in the enclosed Performa. The Mobilization advance shall be interest bearing @ as mentioned in the "Memorandum (Annexure-I)".

This advance shall be paid in three installments as follows:

- i) First Installment of fifty percent of total mobilization advance shall be paid after the agreement is signed and upon submission of performance guarantee for full amount as specified.
  - ii) 2nd installment of twenty-five (25%) percent of total mobilization advance will be paid after the setting up of site office and site laboratory, complete & mobilization of plant and machinery etc.
  - iii) The Balance twenty-five (25%) percent of total mobilization advance shall be paid on completion of 10% of work in terms of cost and after the contractor has fully mobilized the work at site.
- 4.2 The mobilization advance bear simple interest at the rate as mentioned in the Memorandum (Annexure-I) and shall be calculated from the date of payment to the date of recovery (365 days in a year) both days inclusive, on the outstanding amount of advance. Recovery of such mobilization advanced including interest shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- 4.3 The bank guarantee submitted by contractor against mobilization advance shall initially be made for the full amount as mentioned in para 4.1 above and valid for the contract period and be kept renewed from time to time to cover the balance amount and likely period of completion of recovery together with interest. However, the contractor can submit part bank guarantees against the mobilization advance in as many numbers as per proposed number of recovery installments equivalent to the amount of each installment.
- 4.4 Notwithstanding what is contained above, no mobilization advance whatsoever shall be payable if payment of mobilization advance is not mentioned in the Memorandum (Annexure-I).

## **5.0 SECURED ADVANCE AGAINST NON-PERISHABLE MATERIALS**

No secure Advance shall be paid against purchase of material.

## **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 The time for the completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:
- (i) in the proportion which the additional cost of the altered, additional, or substituted work bears to the original tendered value plus
  - (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

- 6.2 **In** the case of extra item(s), (items that are completely new, and are in addition to the items contained in the contract, and not included in the schedule of rates), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para:

- (a) If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)

In the case of contract item(s), substituted item(s), contract cum substituted items, which exceed the limits laid down in Memorandum (Annexure-I), the contractor shall within fifteen days of receipt of order of occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the scheduled of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 6.3 The contractor shall send to the Engineer-in-Charge once every three months, an up-to-date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.

- 6.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling, tender or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not specifically indicated in the description of the item and the relevant specifications shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule or rates as the case may be. Nothing extra shall be admissible for such operations.
- 6.5 Market Rates to be determined as per various sub-clauses under the clause 6.0 shall be based on **prevailing rates of Material excluding GST (unless mentioned otherwise), Relevant Labour authority rate for Labour, market rates of T&P etc. plus 15% towards Contractors' Profits and Overheads.**

The following factors may be considered in the justification of rates on which **Contractor's overhead & profit** shall not be applicable:

- Buildings and Other Construction Worker Cess as applicable in the state of workplace.
- EPF (Employer Contribution) component, as per EPF act on the portion of labour's wages
- GST on works contract

The contractor shall execute the increased Qty only after award of variation order. The contractor shall inform to project In-charge about Qty variation proactively.

## **7.0 ESCALATION**

No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

## **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 JIL on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below (plus GST extra) as the Engineer in charge (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / week (as applicable) that the progress remains below that specified in Clause 16.0 or the relevant clause in GCC & Special Conditions of Contract or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified

- i) Compensation for delay of work @ 1% of tendered value per week

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work (exclusive of GST) or of the Tendered Value of the item or group of items of

work (exclusive of GST) for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with JIL.

In case, the contractor does not achieve a particular milestone mentioned elsewhere in the tender document or the re-scheduled milestone(s), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount or failure to achieve a milestone, shall be automatic without any notice to the Contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

## **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 JIL or any organization engaged by the JIL for Quality Assurance and of the Chief Technical Examiner's Office, 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 shall appear 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 JIL for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful 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 Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskilful 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 specified 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
- v) If the contractor shall offer or give or agree to give to any person in JIL 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 JIL; or

- vi) If the contractor shall enter a contract with JIL 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
- vii) If the contractor shall obtain a contract with JIL because of wrong tendering or other non-bona-fide methods of competitive tendering or commits breach of Integrity Pact; or
- viii) 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
- ix) 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
- x) 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.
- xi) 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 JIL, 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 unused materials, construction plants, implements, temporary buildings, etc. shall be taken over and shall be absolutely at the disposal of the JIL. 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 JIL and unsold materials, constructional plant etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by JIL 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 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 JIL, 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 JIL 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 JIL in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by JIL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to JIL 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 JIL, 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 JIL 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 Within 10 (Ten) days of Letter of Award, the Contractor shall submit a Time and Progress Chart (CPM/ PERT/ Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast (mile-stones) of the dates of commencement and completion of various items, trades, sections of the



work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time stipulated in the Contract documents and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete 1/8th of the whole of work before 1/4th of the whole time allowed in the contract has elapsed, 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed. The physical progress report including photographs shall be submitted by the contractor on the prescribed format & the intervals (not exceeding one month) as decided by the Engineer in Charge. The compensation for delay as per clause 8.0 shall be leviable at intermediate stages also, in case the required progress is not achieved to meet the above time deadlines of the completion period and/ or milestones of time and progress chart, provided always that the total amount of Compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work”.

**16.3 If the work(s) be delayed by:**

- i) force-majeure or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any or the trades employed on the work, or
- v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi) Non-availability of stores, which are responsibility of the JIL or,
- vii) Non-availability or break down of tools and plant to be supplied or supplied by JIL or,
- viii) Any other cause which, in the absolute discretion of the JIL, is 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 endeavour 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.

**16.4** 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 JIL 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 within 10 days 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 JIL. 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 milestone 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 JIL. 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 JIL/owner /consultant at the sole discretion of JIL. 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 JIL 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 The contract price is inclusive of all taxes, duties, cess and levies payable under any law (as applicable on the date of submission of bid) by the contractor in connection with execution of the contract. The contract price will be adjusted prospectively for any increase / decrease in the GST rate on works contract notified by Government of India.
- 18.2 Notwithstanding anything contained in clause 18.1, the contractor shall ensure payment of appropriate tax on the supplies made under the contract. The contractor shall take registration under the applicable enactment levying tax on supply of goods or services under the contract and issue invoice having all the particulars prescribed under the applicable provisions of the law, including.

description of goods/services, rate and amount of tax paid or payable on the supplies made under the contract, so that JIL can avail credit of such tax, wherever applicable. The contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments (CGST, UTGST, SGST and IGST). The contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. JIL would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling JIL to avail input tax credit.

Whenever interest is payable on reversal of Input Tax Credit (ITC) for non-payment of value and tax of supply under GST Act, due to any default on contractor's part (i.e., due to poor performance/quality or non-fulfilment of terms of contract), the amount of interest so levied on JIL shall be recovered from the contractor.

- 18.3 In case any law requires JIL to pay tax on the contract price on reverse charge basis, the amount of tax deposited by JIL would be considered as paid to the contractor and, accordingly, the price payable to the contractor would stand reduced to that extent.
- 18.4 In case the contractor does not deposit the tax payable on execution of the contract or has not provided the tax invoice to JIL showing the amount of tax or has not uploaded the document in computerised tax network as per prevailing law, leading to non-availability of inputs credit of the tax to JIL, the amount equivalent to such tax shall be deducted from the contract price.
- 18.5 Stamp duty and registration charges, if any, payable on the executed contract document, shall be borne by the contractor.
- 18.6 Tax deduction at source, if any, shall be made by JIL as per law applicable from time to time from the amount payable to the contractor

**19.0 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.

**20.0 ROYALTY ON MATERIALS:**

- 20.1 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.
- 20.2 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.
- 20.3 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, labor, 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.

- 20.4 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.

## **21.0 INSURANCE OF WORKS ETC**

- 21.1 Contractor is required to take Contractor's All Risk policy from an approved insurance company 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. the contractor is 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 machineries & equipment's and other things brought to the site for their full value.

## **21.2 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.

## **21.3 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 JIL/owner, arising out of the execution of the works or temporary works.

## **22.0 PAYMENTS**

- 22.1 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 JIL 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 JIL 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 JIL'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.

It may be noted that GST shall be recoverable as extra on all applicable recoveries e.g., Workmen recovery, LD etc. made from the bills of contractor.

- 22.2 All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by JIL.  
GST shall also be recoverable as extra from all applicable recoveries e.g. Workmen recovery, LD etc. made from the bills of contractor.

### **23.0 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 MORTH & IRC 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 JIL 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.

### **24.0 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 JIL 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 JIL. **All the required documents e.g. measurement sheet, quality test reports, ESIC/EPF challans, Tax invoice, theoretical v/s actual consumption of material etc. shall be submitted along with the bill. No payment of RA bill shall be released until all obligations and documents as above as per direction of Engineer In-charge are submitted.**

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 JIL 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.

**25.0 WITHHOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR**

25.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, JIL 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, JIL 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, JIL 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.

25.2 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 JIL will be kept withheld or retained as such by the Engineer-in-Charge or JIL 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 JIL 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. JIL 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 JIL 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 JIL to the contractor, without any interest thereon whatsoever.

**25.3 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 JIL against any claim of the Engineer-in-Charge or JIL 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 JIL. 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 JIL will be kept withheld or retained as such by the Engineer-in-Charge or the JIL 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.

**26.0 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 MORTH & IRC (as the case may be) specifications, drawings and instructions of the Engineer-in-Charge of JIL 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 MORTH 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.

**27.0 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 of 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 submit the samples of materials to be tested or analysed 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 JIL.

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 vouchers signed both by JIL and the Contractor shall be kept on record.

## **28.0 MATERIALS AND SAMPLES**

28.1 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 IS/BIS/MORTH 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 JIL and the owner shall have the discretion to check quality of materials and equipment 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.

28.2 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 (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 equipment shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain all the equipment 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 calibrate all measuring devices whenever so required by the Engineer-in-charge and shall submit the results of such calibration without delay. All field tests shall be carried out in the presence of JIL'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 bill of quantities.

#### **29.0 MATERIALS PROCURED WITH THE ASSISTANCE OF JIL**

If any material for the execution of this contract is procured with the assistance of JIL either by issue from its stores or purchase made under orders or permits or licenses obtained by JIL, 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 JIL, 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.

#### **30.0 CONTRACTOR TO SUPPLY TOOLS & PLANTS**

The contractor shall provide at his own cost all materials, machinery, tools & plants as required 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 portion thereof.

#### **31.0 MOBILIZATION OF MEN, MATERIALS AND MACHINERY:**

- 31.1 All expenses towards mobilization at site and de-mobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in prices quoted and no separate payment on account of such expenses shall be entertained.
- 31.2 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety, gadget, lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all jobs as per the specifications and within the schedule time of completion of work. Further, contractor shall also be responsible for obtaining temporary electric and water connection for all purposes. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

- 31.3 It shall be the responsibility of the contractor to obtain the approval for any revision and/or modification desired by him from JIL before implementation.
- 31.4 The procurement and supply in sequence and at the appropriate time of all materials and consumable shall be entirely the contractor's responsibilities and his rates for execution of work shall be inclusive of supply of all these items.
- 31.5 It is mandatory for the contractor to provide safety equipment and gadgets to his all workers, supervisory and technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety belts, goggles etc. as per work requirements. Sufficient nos. of these equipment and gadgets shall also be provided to JIL by the contractor at his own cost for use of JIL Officials and/ or workforce while working/supervision of work at site. No staff/ worker shall be allowed to enter the site without these equipment / gadgets.

The cost of the above equipment/ gadgets are deemed to be included in the rates quoted by the contractor for the items & works as per Bill of Quantities and contractor shall not be entitled for any extra payment in these regard. The above norm is to be strictly complied with at site. In case the contractor is found to be deficient in providing Safety Equipment/ Gadgets in the opinion of Engineer-in-charge, the Engineer-in-charge at his option can procure the same at the risk & cost of contractor and provide the same for the use of worksite and shall make the recoveries from the bills of the contractor for the same. The contractor shall abide by all rules & regulations pertaining to Health, Safety and Environment.

- 31.6 One copy of contract documents including drawings furnished to the contractor shall be kept at the site and the same shall at all reasonable times be available for inspection.
- 31.7 All materials, construction plants and equipment etc. once brought by the contractor within the project area, will not be allowed to be removed from the premises without the written permission of the Engineer-in-charge. Similarly, all enabling works built by the contractor for the main construction undertaken by him, shall not be dismantled and removed without the written authority of the JIL.
- 31.8 Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings free of cost, if required for any of the items of work. Five copies of these drawings each including for revision will be submitted to JIL for approval. Before executing the item, shop drawings and bar bending schedule should be approved by JIL.
- 31.9 All contractors' plant, machinery and equipment shall be kept in perfect condition during currency of the contract.

### **32.0 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. JIL 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 JIL 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 JIL. 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/ Bill of quantities.

### **33.0 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS AND PROGRESS REPORTING**

The Contractor shall prepare and finalize in consultation with JIL, 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 JIL/ Owners and/ or Consultants of JIL/ Owner 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 Consultants of JIL/Owner and any dealing/correspondence if required at any time with consultants shall be through JIL 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 JIL by 5th of every month. The format of monthly progress & programme report shall be as approved by Engineer-in-Charge of JIL.

### **34.0 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 all parts of the work or buildings or areas 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 dispose of the same as he thinks fit and clean off such dirt as aforesaid, 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.

### **35.0 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.

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.

### **36.0 FORECLOSURE OF CONTRACT BY JIL**

If at any time after the commencement of the work the JIL 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.

### **37.0 DEFECTS LIABILITY PERIOD**

The contractor shall be responsible for the rectification of defects in the works for a period Thirty-Six (36) months from the date of taking over of the works by the JIL. 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 JIL at the cost and expense of the contractor

### **38.0 SUBLETTING / SUB-CONTRACTING**

38.1 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 JIL. JIL will give its consent after assessing and satisfying itself of the capability, experience and equipment resources of the sub-contractor. In case JIL intends to withhold its consent, then JIL 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.

38.2 The contractor may entrust specialist items of works like Road Work Quality Work etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of JIL. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from JIL to deploy such agency / sub-contractor.

38.3 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 JIL.

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

38.4 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.

### **39.0 FORCE MAJEURE**

Any delay in or failure to perform of either party, shall not constitute default 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 JIL, 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, JIL, 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.

### **40.0 NO COMPENSATION CLAUSE**

The contractor shall have no claim whatsoever for compensation or idle charges against JIL on any ground or for any reason, whatsoever.

### **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 JIL 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 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.

**43.0 WORK ON SUNDAYS, HOLIDAYS AND DURING NIGHT**

For carrying out work on Sunday and Holidays or during night, the contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain his permission. The Engineer-in-Charge at his discretion can refuse such permission. The contractor shall have no claim on this account whatsoever. If work demand, the contractor shall make arrangements to carry out the work on Sundays, Holidays and in two, three shifts with the approval of Engineer-in-Charge at no extra cost to JIL.

**44.0 WATER AND ELECTRICITY**

The contractor shall make his own arrangement for Water& Electrical Power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

**45.0 LAND FOR LABOUR HUTS/ SITE OFFICE AND STORAGE ACCOMMODATION**

- 45.1 The contractor may construct temporary office, storage, accommodation and labour huts within the site premises where the space is available at site. In case, where surplus land is not available within the site and/or not permitted by JIL, the contractor shall arrange the land for temporary office, storage, accommodation and labour huts at his own cost and is responsible for taking the clearance of local authorities, if required, for setting up/construction of labour camp and same is deemed to be included in the rates quoted by the contractor for the works. The contractor shall check the availability of land before tendering and no claim whatsoever in this regard shall be entertained. The contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The land for the above purposes shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by contractor after completion of the work.

The security deposit of the contractor shall be released only after contractor demolishes all structures including foundations and gives back clear vacant possession of this land.

45.2 In the event the contractor has to shift his labour campus at any time during execution of the work on the instructions of local authorities or as per the requirement of the work progress or as may be required by JIL, he shall comply with such instructions at his cost and risk and no claim whatsoever shall be entertained on this account.

#### **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 JIL. 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 CPWD specifications at his own cost. The cement will remain under double lock, one from JIL 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 JIL. 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 BITUMEN WORK**

The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting started and shall hypothecate it to the Engineer-in-Charge. Although the materials are hypothecated to JIL the Contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the written consent of the Engineer-in-charge.

If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors.

#### **50.0 SCHEDULE OF QUANTITIES / BILL OF QUANTITIES**

The quantities shown against the various items of work are only approximate quantities which may vary as per the actual requirement at



site. No item which is not covered in the bill of quantities shall be executed by the Contractor without the approval of the JIL. In case any Extra/Substituted item is carried out without specific-approval, the same will not be paid.

**51.0 INDIAN STANDARDS**

Wherever any reference is made to any IS MORTH & IRC 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.

**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 CPWD, MORTH 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 JIL. 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 JIL 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 always be open to inspection and supervision of the JIL.

The work during its progress or after its completion may also be inspected, by Chief Technical Examiner of Government of India (CTE) 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 JIL/CTE/ 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 equipment 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 bill of quantities 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 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 JIL shall be final and

binding on the contractor. No claim whatsoever shall be admissible on this account.

#### **57.0 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 JIL shall not in any way relieve the contractor of his responsibility for the correctness.

#### **58.0 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.

#### **59.0 SITE CLEARANCE**

59.1 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 JIL 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, equipment 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 JIL at his risk and cost.

#### **60.0 SET-OFF OF CONTRACTOR'S LIABILITIES**

JIL shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the contractor under this agreement including security deposit and proceeds of performance guarantee.

#### **61.0 POSSESSION PRIOR TO COMPLETION**

61.1 JIL 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 JIL 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 JIL 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.

61.3 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 JIL by the contractor within 30 days of the completion. All costs incurred in this respect shall be borne by the contractor.

**62.0 EMPLOYMENT OF PERSONNEL**

62.1 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.

62.2 In case JIL observed misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. Of the contractor, the JIL 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.

**63.0 TECHNICAL STAFF FOR WORK**

63.1 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 JIL 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 JIL to take instructions.

63.2 Within 15 days of Letter of Award, the contractor shall submit a site organisational 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 JIL can be replaced with prior written approval of JIL and replacement shall be with equivalent or superior candidate only. Decision of Engineer-in-Charge shall be final and binding on the contractor.

**64.0 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/ JIL.

**65.0 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 JIL/owner property and such materials shall be disposed-off to the best advantage of JIL/owner according to the instructions in writing issued by the Engineer-in-charge.

**66.0 LABOUR LAWS**

**66.1 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 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.

The contractor shall not engage any labour below the age of 18 under any circumstances. The provisions under Child Labour (Prohibition and Regulation) Amendment Act, 2016 should be strictly adhered to. In case of any non-compliance to the requirements of Labour laws, the contractor shall be liable for all consequences, or any penalty imposed in this regard.

The contractor shall also declare in each running bill that he has not engaged any labour below the age of 18 in the project.

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.

#### **66.2 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 JIL 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.
- (i) 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.
- (ii) 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 JIL contractor's Labour Regulations in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly 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 JIL against payments to be made under and for the observance of the laws aforesaid and the JIL 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.

#### **66.3 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.

#### **66.4 OBSERVANCE OF LABOUR LAWS**

- 66.4.1 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 JIL 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 JIL or the client/ owner is held liable as "Principal 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 JIL and/ or same shall be deducted from the payments, security deposit etc. of the contractor.

#### **66.5 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.

#### **66.6 LABOUR RECORDS**

Signature of Tenderer

Signature of JIL

The contractor shall submit by the 4th & 19th of every month to the Engineer-in-Charge of JIL a true statement, showing in respect of the second half of the preceding 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

66.7 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 JIL and its contractors.

66.8 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 - upto 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.

3. 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.

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



- 66.9 In the event of the contractor(s) committing a default or breach of any of the provisions of the JIL's 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 JIL a sum not exceeding Rs.200/- 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.200/- 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 JIL 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).

- 66.10 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.



**67.0 LABOUR CESS**

The rates of the contractor shall be inclusive of 1% labour cess and labour cess shall be deposited with the Labour Board of the concerned state by contractor. Contractor shall strictly comply all statutory compliances.

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 / JIL.

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 JIL.

In the event of contractor failing to comply with the above clause(s) in part or in full, JIL, 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.

**68.0 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, JIL is obliged to pay compensation to a workman employed by the contractor, in execution of the works, JIL will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the JIL under sub-section (2) of Section 12, of the said Act, JIL 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. JIL 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 JIL full security for all costs for which JIL might become liable in consequence of contesting such claim.

**69.0 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, JIL 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 JIL 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 JIL's Contractors, JIL 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, JIL 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 JIL to the contractor whether under this contract or otherwise JIL 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 JIL full security for all costs for which JIL might become liable in contesting such claim.

#### **70.0 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.

#### **71.0 INDEMNITY AGAINST PATENT RIGHTS**

The contractor shall fully indemnify the JIL 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.

#### **72.0 LAW COVERING THE CONTRACT**

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

#### **73.0 LAWS, BYE-LAWS RELATING TO THE WORK**

The contractor shall strictly adhere by the provisions, for the time being in force, of law relating to works or any regulations and bylaws made by any local authority or any water & lighting agencies or any undertakings within the limits of the jurisdiction of which the work is proposed to be executed. The contractor shall be bound to give to the authorities concerned such notices and take all approvals as may be provided in the law, regulations or bylaws as aforesaid, and to pay all fees and taxes payable to such authorities in respect thereof.

#### **74.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with the JIL within 30 (Thirty) days from the date of Letter of Award 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.

#### **75.0 MANNER OF EXECUTION OF AGREEMENT**

- i. The agreement as per prescribed Performa as enclosed shall be signed at the office of the JIL within 30(Thirty) 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 JIL
- iii. The Contractor shall provide free of cost to the JIL 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.
- iv. Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to the JIL with at least five (5) true hard bound copies of Agreement within thirty (30) days of its signing.

#### **76.0 JURISDICTION**

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

## **SECTION 4**

### **FORMS AND FORMATS**

## **APPLICATION FOR EXTENSION OF TIME**

(To be completed by the Contractor)

### **P A R T –I**

1. Name of Contractor
2. Name of the work as given in the Agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated as per agreement
8. Period for which extension of time  
has been given previously

Extension granted

- a) First extension vide Engineer-in-charge letter No... .....date                      Months                      Days
- b) 2nd extension vide Engineer-in-

Signature of Tenderer

Signature of JIL

charge letter No..... date	Months	Days
c) 3rd extension vide Engineer-in-charge letter No..... date	Months	Days
d) 4th extension vide engineer-in-charge letter No..... date	Months	Days

Total extension previously given

9. Reasons for which extension have been previously given (copies of the previous application should be attached)

Period for which extension is applied for:

10. Hindrances on account of which extension is applied for with dates on which hindrances occurred, and the period for which these are likely to last.

- a) Serial No.
- b) Nature of hindrance
- b) Date of Occurrence
- c) Period for which it is likely to last
- e) Period for which extension required for this particular hindrance.
- f) Over lapping period, if any, with reference to item
- g) Net extension applied for
- h) Remarks, if any

Total period for which extension is now applied for on account of hindrances mentioned above ..... Month/ days.

12. Extension of time required for extra work.

13. Details of extra work and on the amount involved:

- a) Total value of extra work
- b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Engineer-in-Charges office.

SIGNATURE OF CONTRACTOR

DATE

## **APPLICATION FOR EXTENSION OF TIME**

### **(PART – II)**

1. Date of receipt of application from Contractor for the work in the Engineer-in-charge office.
2. Acknowledgement issued by Engineer-in-charge vide his letter No.            dated
3. Engineer-in-charge remarks regarding hindrances mentioned by the Contractor.
  - i)     Serial No.
  - ii)    Nature of hindrance
  - iii)   Date of occurrence of hindrance
  - iv)    Period for which hindrance, is likely to last
  - v)     Extension of time period applied for by the contractor
  - vi)    Over lapping period, if any, giving reference to items which over lap
  - vii)   Net period for which extension is recommended.
  - viii) Remarks as to why the hindrance occurred and justification for extension recommended.
4. Engineer-in-charge recommendations.

The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under the agreement.

SIGNATURTE OF ENGINEER-IN-CHARGE

## PROFORMA FOR EXTENSION OF TIME

### P A R T –III

To

NAME

ADDRESS OF THE CONTRACTOR

SUBJECT:

Dear Sir(s)

Reference your letter No \_\_\_\_\_ dated \_\_\_\_\_ , in connection with the grant of extension of time for completion of the work.....

The date of completion for the above mentioned work, is ..... as stipulated in the agreement, dated .....

Extension of time for completion of the above mentioned work is granted upto\_\_\_\_\_, without prejudice to the right of the JIL to recover compensation for delay in accordance with the provision made in Clause of the said agreement dated the \_\_\_/ \_\_\_/ \_\_\_\_\_. It is also clearly understood that the JIL shall not consider any revision in contract price or any other compensation whatsoever due to grant of this extension.

Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said agreement.

Yours faithfully,

FOR Jaypee Infratech LTD.



**PROFORMA OF BANK GUARANTEE  
IN LIEU OF E M D (TENDER BOND)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infrateh Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

In consideration of Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas JIL, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to JIL immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by JIL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of JIL in writing and this guarantee shall remain valid upto..... upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.

Signature of Tenderer

Signature of JIL

## PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

Whereas the Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated ..... (hereinafter called the contract) to M/s. .... (hereinafter called the contractor / supplier) at a total price of Rs..... subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs..... (Rupees.....) being .....% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to JIL immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to JIL in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by JIL by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by JIL to the bank. Any such demand made by JIL on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs.....in the aggregate which shall be valid up to ..... and the bank hereby agrees to the following terms and conditions: -

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of JIL as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with JIL that JIL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by JIL against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of JIL or any indulgence by JIL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever JIL may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the JIL may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security

which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for JIL to proceed against the said contractor/supplier before proceeding against the Bank.

- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to JIL in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to JIL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of JIL in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this ..... day of ..... at.....

For and on behalf of Bank

WITNESS.

1. \_\_\_\_\_

2. \_\_\_\_\_

## **PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

- 1.0 In consideration of the Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between..... and JIL in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to JIL, we the..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by JIL of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from JIL stating that the amount claimed is due to JIL under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the.....under this guarantee and..... agree that the liability of the .....to pay JIL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... which shall be valid up to .....
- 2.0 We ..... Bank further agree that JIL shall be the sole judge of and as to whether the amount claimed has fallen due to JIL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by JIL on account of the said advance together with interest not being recovered in full and the decision of JIL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by JIL shall be final and binding on us.
- 3.0 We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till JIL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that JIL shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
- 4.0 JIL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of

performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to JIL and the said Bank shall not be released from its liability under these presents by any exercise by JIL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of JIL or any indulgence by JIL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

- 5.0 It shall not be necessary for JIL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JIL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
- 6.0 We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of JIL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this .....day of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:

## **PROFORMA OF BANK GUARANTEE (IN LIEU OF SECURITY DEPOSIT)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

In consideration of the Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL") which expression shall include its successors and assigns having awarded to M/s.....(hereinafter called "the Supplier/Contractor") which expression shall wherever the subject or context so permits includes its successors and assigns) a Contract in terms inter-alia of JIL's letter NO.....dated.....and the Contract/Purchase Conditions of JIL and upon the condition of the Supplier/Contractor furnishing Security for the performance of the Supplier's obligations and /or discharge of the contractor's/supplier's liability under and/or in connection with the said supply contract upto a sum of Rs..... (Rupees..... only) We,..... ((hereinafter called "The Bank") which expression shall include its successors and assigns) hereby undertake and guarantee payment to JIL forthwith on the same day on demand in writing and without protest or demur of any and all moneys payable by the supplier/contractor to JIL under, in respect or in connection with the said contract inclusive of all the losses, damages, costs, charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by JIL to the Bank with reference to this guarantee upto and aggregate limit of Rs.....(Rupees.....only) and the bank hereby agree with JIL that:

1. This Guarantee shall be continuing guarantee and shall ..... remain valid and irrevocable for all claims of JIL and liabilities of Supplier/Contractor arising upto and until midnight of.....
2. This Guarantee shall be in addition to any other Guarantee or Security whatsoever that JIL now or at any time have in relation to the Supplier's obligations/liabilities under and/or in connection with the said supply/contract, and JIL shall have full authority to take recourse or to enforce this Security in preference to any other Guarantee or Security which JIL may have or obtain and no forbearance on the part of JIL in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its liability hereunder.
3. JIL shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's/Contractor's obligations and/ or liabilities under or in connection with the said supply/contract or to grant time and / or indulgence to the supplier / contractor or to increase or otherwise vary the prices or the total contract value or to release or to forbear from enforcement of all or any of the conditions under the said supply / contract and / or the remedies of JIL under any other security/securities now or hereafter held by JIL and no such dealings, increase(s) or other indulgence(s) or arrangement(s) with the supplier / contractor or releasing or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to JIL hereunder or prejudicing rights of JIL against the Bank.

4. This Guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to JIL in terms thereof.
5. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank in terms hereof shall not be otherwise affected or suspended by reason of any dispute or disputes having been raised by the supplier / contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial or liability by the supplier/ contractor stopping/ preventing or purporting to stop or prevent any payment by the Bank to JIL in terms thereof.
6. The amount stated in any notice of demand addressed by JIL to the Guarantor as liable to be paid to JIL by the supplier/contractor or as suffered or incurred by JIL on account of any losses or damages, costs, charges and / or expenses shall as between the Bank and JIL be conclusive of the amount so liable to be paid to JIL or suffered or incurred by JIL as the case may be and payable by the Guarantor to JIL in terms hereof subject to a maximum of Rs .....(Rupees .....only),
7. Unless demand or claim under this Guarantee is made on the Guarantor in writing within three months from the date of expiry of the Guarantee i.e. upto ..... the Guarantor shall be discharged from all liabilities under this Guarantee there under.

Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs. .... (Rupees.....only). This guarantee will expire on..... Any claim under this Guarantee must be received by us within three months from the date of expiry.

For and on behalf of the Bank

Place

Date

WITNESS:

1.

2.

Signature of Tenderer

Signature of JIL

## **PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE WITH INTEREST BEARING)**

(Judicial Stamp per Stamp Act - paper of appropriate value as respective state)

Jaypee Infratech Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

1. In consideration of the Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall unless repugnant to the subject: or context Include his successor and assigns) having agreed under the terms and conditions of Contract No. dated made between (name of the contractor) and JIL in connection with (name of work) (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs. \_\_\_\_\_ carrying interest @ ... % p.a. for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to JIL, we the Bank (hereinafter referred to the "the said Bank") and having our registered office at do hereby guarantee the due recovery by JIL of the said advance along with interest as provided according to the terms and conditions of the contract. We ... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely, on a demand from JIL stating that the amount claimed is due to JIL under the said Agreement. Any such demand made on the said bank shall be conclusive as regards the amount due and payable by the said contractor under this guarantee and agree that the liability of the said bank to pay JIL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs ... inclusive of interest @ .....% p.a.
2. We the said bank further agree that JIL shall be the sole judge of and as to whether the amount claimed has fallen due to JIL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by JIL on account of the said advance together with interest not being recovered in full and the decision of JIL that the amount has fallen due from' contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by JIL shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till JIL certify Contractor, and accordingly discharges this Guarantee subject, however, that JIL shall have no claims under this Guarantee unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
4. JIL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to JIL and the said Bank shall not be released from its liability under these presents by any exercise by JIL of the liberty with reference to the matters aforesaid or by reasons of time being given



to the said Contractor or any other forbearance, act or omission on the part of JIL or any indulgence by JIL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

5. It shall not be necessary for JIL to proceed against the Contractor before proceeding against the Bank and Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JIL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of JIL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this..... day of.....

Place:

Date:

Witness:

1.

Signature of Tenderer

Signature of JIL

**PROFORMA OF  
INDENTURE FOR SECURED ADVANCE OR CREDIT**

THIS INDENTURE made this day of \_\_\_\_\_ Between \_\_\_\_\_  
(hereinafter called the contractor) which expression shall where the Context as admits  
or implies be deemed to include his executor/administrators and assign of the one  
part and Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida-  
201304, Uttar Pradesh (hereinafter called the Engineer) which expression shall where  
the context so admits or implies be deemed to include its successors and assign of the  
other part.

Whereas by an agreement dated (hereinafter called the said agreement). The  
Contractor has agreed to construct.....

And whereas the Contractor has applied to the Engineer that he may be or be given  
credited for materials brought by him to the site of the work subject to the said  
agreement for use in construction of the work.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in  
consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) paid to  
the contractor by the Engineer. The receipt where the Contractor hereby  
acknowledges and of such advance or credited (if any) as may be made to him as  
aforesaid the Contractor hereby covenants and agrees with The Engineer and declares  
as follows:

1. That all sums given as advance or credit by The Engineer to the Contractor as  
aforesaid shall be employed by the Constructor in or toward the execution of the  
said works and for no other purpose whatsoever.
2. That the material for which the advance or credit is given are offered to and  
accepted by The Engineer as security and are absolutely the Contractor's own  
property and free from encumbrances of any kind the Contractor will not make  
any application for or receives further advance or credit on the security or  
material which are not absolutely his own property and free from encumbrances  
of any kind and the Contractor shall indemnify The Engineer against any claims  
to any material in respect of which advance or credit has been made to him as  
aforesaid.
3. That the said material and all other material on the security of which any further  
advance or advances or credit may be given as aforesaid (hereinafter called the  
said materials) shall be used by the Contractor s solely in the execution of the  
said works in accordance with the direction of the Engineer and in terms of said  
agreement.
4. That the Contractor shall make at his own cost all necessary and adequate  
arrangement for the proper safe custody and protection against all risks of the  
said material and that until used in the construction as aforesaid the material  
shall remain at the site of the said works in Contractor's custody and on his  
responsibility and shall at all times be open to inspection by The Engineer. In the  
events of the materials or any part thereof being stolen, destroyed or damaged  
or becoming deteriorated in greater degree than in due to reasonable use and  
wear thereof the Contractor will replace the same with other materials of like  
quality of repair and make good the same as required by The Engineer.
5. That said material shall not on any account be removed from the site of work  
expect with the written permission of The Engineer.
6. That the advance shall be repayable in full when or before Contractor receives  
payment from The Engineer of the price payable to him for the said work under  
the term and provisions of the said agreement. Provided that if any intermediate  
payments are made to the Contractor on account of work done then on the

occasion of each payment The Engineer will be at liberty to make a recovery from the Contractor's bill from such payments by deducting there from the value of the said materials than actually used in the contraction and in respect of which recovery has not been made previously. The value of this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents was calculated.

7. That if the Contractor shall at any time make at any default in the performance of observance in respect of any of the terms and provisions of the said agreement or of that provisions the total amount of the advance or advances that may still be owing to The Engineer, shall immediately on the happening of such default be repayable by the Contractor to The Engineer together with interest thereon at 12% p.a. from the date of respective dated to such advance or advances to the date of payment and with all costs. Damages and expenses incurred by The Engineer in or for recovery hereof or the Contractor hereby covenants and agrees with The Engineer to repay and pay the same respective to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to The Engineer of all sums advances or credit as aforesaid and all costs. Charges, damages and expenses payable under these presents PROVIDED ALWAYS it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and wherever the covenant for payment and repayment herein before contained shall be become enforceable and the money owing shall not be paid in accordance therewith. The Engineer may at any time thereafter adopt all or any of the following courses he may deem best:
  - a. Seize the utilize the said material or any part thereof in the completion of the said works in accordance with the provision in that behalf contained in the said agreement debating the Contractor with the actual cost of effecting such completion and the amount due in respect of advance or credit under these presents and crediting the Contractor with value of work done as if he has carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor is to pay the same to the engineer on demand.
  - b. Remove and sell by public action the seized materials or any part thereof and out of the money arising from the sale repay the engineer under these presents and pay over the surplus (if any) to the Contractor.
  - c. Deduct all or any part of the moneys owing from any sums due to the contractor under said agreement.
9. Expect in the event of such default on the part of contractor as aforesaid, interest or the said advance shall not be payable.
10. That in the event of conflict between the provisions of these presents and the said agreements, the provision of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents, the settlement of which has not been hereinbefore expressly provided for the same shall so far as is lawful be subject to jurisdiction of Delhi courts only.

IN WITNESS whereof the said the engineer and the contractor hereunto set their respective hands and seals the day year first above written.

Signed Sealed and delivered by

Contractor

The Engineers

Signature of Tenderer

Signature of JIL

## AGREEMENT FORM

This agreement made this day of (Month) (Year), between the **Jaypee Infratech Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter referred to as the "JIL" which expression shall include its administrators, successors, executors and assigns) of the one part and **M/s (NAME OF CONTRACTOR)** (hereinafter referred to as the 'Contractor' which expression shall unless the context requires otherwise include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS, JIL, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the "PROJECT") had invited tenders as per Tender documents vide NIT No. \_\_\_\_\_.

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated \_\_\_\_\_ and JIL has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its Letter of Intent No. \_\_\_\_\_ and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated \_\_\_\_\_ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

### ARTICLE 1.0 – AWARD OF CONTRACT

#### 1.1 SCOPE OF WORK

JIL has awarded the contract to **(NAME OF CONTRACTOR)** for the work of **(NAME OF WORK)** on the terms and conditions in its letter of intent No. \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid letter of intent. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

### ARTICLE 2.0 – CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- a) JIL Notice Inviting Tender vide No. \_\_\_\_\_ date \_\_\_\_\_ and JIL's tender documents consisting of:
  - i) General Conditions of Contract (GCC) alongwith amendments/errata to GCC (if any) issued (Volume-I).
  - ii) Special Conditions of Contract including Appendices & Annexures, Volume-II.
  - iii) Bill of Quantities alongwith amendments/corrigendum of schedule items, if any (Volume-II).
  - iv) \_\_\_\_\_
  - v) \_\_\_\_\_

**b) (NAME OF CONTRACTOR)** letter proposal dated \_\_\_\_\_ and their subsequent communication:

- i) Letter of Acceptance of Tender Conditions dated \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

2.2 JIL's detailed Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipment submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by JIL in its Letter of Intent. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by JIL in its Letter of Intent, shall be deemed to have been withdrawn by the Contractor without any cost implication to JIL. For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Letter of Intent shall be referred to as the "Contract".

### **ARTICLE 3.0 – CONDITIONS & CONVENANTS**

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in JIL's Letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ are to be read in conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents, but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Letter of Intent.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract, and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Letter of Intent.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be affected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract as detailed in Letter of Intent is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), which shall be governed by the stipulations of the contract documents.

#### **ARTICLE 4.0 – NO WAIVER OF RIGHTS**

- 4.1 Neither the inspection by JIL or the Engineer-in-Charge or any of their officials, employees or agents nor order by JIL or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by JIL or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to JIL, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### **ARTICLE 5.0 – GOVERNING LAW AND JURISDICTION**

- 5.1 The Laws applicable to this contract shall be the laws in force in India and jurisdiction of Delhi Court (s) only.

- 5.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

For and on behalf of:

(NAME OF CONTRACTOR)

WITNESS:

1.

For and on behalf of:

M/s JAYPEE INFRATECH LIMITED

WITNESS:

1.

**Undertaking by the Contractor to have complied with the provisions of Contract Labour (Regulation & Abolition) Act & Rules, EPF and ESI Obligations.**

**(To be submitted alongwith each RA/Final Bill)**

**(Clause 73.4.2, Section-3)**

I ----- S/o Sh.-----  
-----authorised representative of M/s-----  
-----, do hereby declare and undertake  
as under:

2. That in the capacity of independent Contractor for M/s Jaypee Infratech Ltd. at  
-----

----- I and the sub-contractor engaged by me for  
the above said work, if any, have complied with the provisions of Contract  
Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the  
Act and Rules thereto. I have paid the wages **for the month of** -----  
-----

These wages are not less than the minimum rates applicable to all the  
employees and no other dues are payable to any employee.

3. That I and the sub-contractor engaged by me for the above said work, if any,  
have covered all the eligible employees under Employees Provident Funds and  
Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act,  
1948 and deposited the Contributions **for the months up to** -----  
-----and as such no amount towards EPF/ESI contributions, whatsoever is  
payable, is pending.
4. I, further declare and undertake that in case any liability pertaining to my  
employees or towards employees of the sub-contractor engaged by me for the  
above said work, if any, arises in future, I shall be fully responsible for all  
consequences. In case any liability is discharged by Jaypee Infratech Ltd. due  
to my/ my sub-contractor's lapse, I undertake to reimburse the same or  
Jaypee Infratech Ltd. is authorised to deduct the same from my dues at this  
Project or at any other Project.

Authorised Signatory  
(Name & Seal of Company)

Date: \_\_\_\_\_

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

