Tender No: DLI/CON/JODA/638

Date: 06.08.2018

FOR

Tender for Development and Construction of EWS & LIG categories Flats in G+3 pattern including internal Developments work for Package No- I (Segment- 1, 2, 3 & 4) on the Government land located at Revenue Village Paldi Khichiyan, Jodhpur, Rajasthan, under provision 4 A (i) of Chief Minister Jan Awas Yojna – 2015.

VOLUME – II

Additional Conditions of Contract, Technical Specifications as per Manual of Standards and Specifications for CMJAY-2015 Housing for EWS & LIG as per provision 4A (i).
ADDITIONAL CONDITIONS OF CONTRACT

The following Additional Conditions of Contract (ACC) shall be read in conjunction with General Conditions of Contract (GCC) of EPI. If there are any provisions in these Additional Conditions of Contract, which are at variance with the provisions of General Conditions of Contract, the provisions in these Additional Conditions of Contract shall take precedence.

INTRODUCTION

Jodhpur Development Authority (JODA) has entrusted, the work to EPI for development and Construction of Economically Weaker Sections (EWS) & Low Income Groups (LIG) flats (G+3 stories) under Provision 4 A(i) of Chief Minister Jan AwasYojna- 2015 for Economically Weaker Sections (EWS) & Low Income Groups (LIG) Housing at Revenue Village PaldiKhichiyan.

Developer / bidder is required to go through the enclosed Manual of Standards & Specifications issued by JODA and Chief Minister’s Jan AwasYojna -2015 Housing for EWS & LIG available on Rajasthan Govt. web site:- jodhpurjda.org, to apprise himself of various provisions for the purpose of bidding and execution.

Provisions under General Conditions of Contract of EPI are modified/ amended as under:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>GCC Clause No.</th>
<th>Modified/Amended provisions as per Additional Conditions of Contract</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1.2</td>
<td>Competent Authority: Engineering Projects (India) Limited, hereinafter called ‘EPI’ on behalf of Secretary Jodhpur Development Authority, Jodhpur who is the procurement Entity of the project on behalf of Govt. of Rajasthan.</td>
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<tr>
<td></td>
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<td>Employer is the Party who will employ the Developer / Bidder to carry out the Works. The Employer may act through the Procuring Entity, which for this project is Secretary Jodhpur Development Authority, Jodhpur.</td>
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<tr>
<td>2</td>
<td>1.4</td>
<td>Definition</td>
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<td>Clause no 1.4 of GCC is amended to the extent as stated under:</td>
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<td>ENGINEER-IN-CHARGE (EIC): means the Regional Office In-Charge of EPI himself or an engineer of EPI nominated by the Regional Office In-Charge for supervision and/or project management of the project from time to time</td>
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<td>EIC appointed by EPI in act in coordination with EIC CLIENT</td>
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<td>EIC CLIENT : Divisional Engineer of Owner / Procuring Entity, Independent Engineer and the ULB Engineer, shall supervise and be Engineer-in-charge of the work and who is responsible for supervising the work of Developer / Bidder, administering the Contract, certifying payments due to the Developer / Bidder, issuing and valuing Variations to the Contract, awarding extension of time, and valuing the Compensation events.</td>
</tr>
<tr>
<td></td>
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<td>Drawings: means the Drawings (and designs) and data of the Works, as included</td>
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</table>
Additional Conditions of Contract
Engineering Projects (India) Limited

in the Bid/Contract and any additional and modified drawings provided by (or on behalf of) the bidder and approved by the Procurement Entity in accordance with the Contract.

“Letter of Acceptance: means the letter of formal acceptance of bid, signed by the Procurement Entity, or the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such Letter of Acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

Schedules: means the document(s) entitled Schedules, completed by the Developer/Contractor and submitted with the letter of Tender, as included in the Contract. Such documents may include the Financial bid/Bill of Quantities, data, lists and Schedules of rates and /or prices.

Party means the Procurement Entity / CLIENT / Jodhpur Development Authority and Housing/Director Local Bodies, Govt. of Rajasthan /Competent Authority or the Developer/Bidder, as the context requires.

Developer/Bidder/Contractor: The Developer/Bidder/Contractor shall mean the eligible individual, firm or company or a Joint Venture of firms or Companies, whether incorporate or not, undertaking the Works and shall include the legal personal representative of such individual or the persons composing such firm or company or the Successor of such firm or company and the permitted assignees of such individual, firm or company. ”

Dates, tests and periods of completion

Base Date means the date 28 Days prior to the date (dead line for submission) for submission of the bid.

A Defect is any part of the Works not completed in accordance with the specifications of the work / Contract.

The Defect Liability Certificate / Performance certificate is the certificate issued by EPI / EIC / EIC CLIENT after Defect Liability Period has ended and upon correction of all Defects by the Developer / Bidder.

“Tests on Completion” means the tests which are specified in the Bidder BIS/IRC and treated as agreed by both Parties or instructed as a Variation, and which are carried out under Clause [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.

“Tests after Completion” means the tests (if any) which are specified in the Contract / BIS or IRC and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) is taken over by the Employer / Procuring Entity.

The Intended Completion Date is the date under clause [Time for Completion, Intended Completion Date] on which it is intended that the Developer / Bidder
shall complete the Works. The Intended Completion Date is specified in the Bid Data. The Intended Completion Date may be revised only by the Engineer / EIC / EIC CLIENT / Procuring Entity by issuing an extension of time.

**Time for Completion**: means the time for completing the Works or a section (as the case may be) under Sub-Clause [Time for Completion, Intended Completion Date], as stated in the Contract Data (with any extension under Sub-Clause [Extension of Time for Completion), calculated from Commencement Date.

**Days** are calendar Days; **Months** are calendar Months.

**Money and Payments**

**Accepted Contract Amount or rate / sqft of the super built up area**: means the amount / rate accepted in the Letter of Acceptance for execution and satisfactory completion of the building and development works as per Contract and remedying of any defects during the Defect Liability period and the Contractual Maintenance period.

**Cost** means all expenditure reasonably incurred (or to be incurred) by the Developer / Bidder, whether on or off the Site, including overhead profit and similar charges.

“**Final Payment Certificate**” or Final statement means the Payment Certificate issued under Sub-Clause [Issue of Final Payment Certificate]

**Final Statement**: means the statement defined in Sub-Clause [Final Payment Certificate, Final statement].

“**Interim Payment Certificate”** means a Payment Certificate issued under Clause [Issue of Interim Payment Certificate], at intermediate stages as per page 95 ‘schedule of payments’, other than the Final Payment Certificate. All such payment shall be treated as advances against the Final payment.

**Market Rate: Not applicable to this Contract**. It shall be the rate as decided for variations by the competent authority on the basis of the Cost of Materials and Labour at the Site where the work is to be executed plus the percentage mentioned in to cover all over heads and profits.

“**Payment Certificate”** means a Payment Certificate issued under Clause [Contract Price].

**Provisional sums**: means a sum (if any) which is specified in the Contract Data as a provisional sum, for the execution of any part of the works or for supply of Plant, Materials or services under sub-clause [Provisional Sums]. These are also moneys provided in the Contract of the project to pay for unforeseen / unquantified items to Govt. of Rajasthan agencies or other statutory authorities as the case may be.

**Works**: The expression Works or Work shall, unless there is something either in the subject or context repugnant to such construction, be construed and taken to
mean the Works by virtue of the Contract, contracted to be executed whether
temporary or permanent and whether original, altered, substituted or additional.

Tender / Bid Value/ Contract / Bid Price or Accepted Contract amount means the
value of the entire work as stipulated in the letter of award /acceptance for
execution and completion of the works and remedying of any defects up to the
end of Defect liability / contractual maintenance period.

Government/ Department

Government or Government of Rajasthan shall mean the State Government of
Rajasthan in the department of Urban Development and Housing / Governor of
Rajasthan.

Department: Means the Urban Development and Housing Department of the
Govt. of Rajasthan, headed by the Principal Secretary UDH, Govt .of Rajasthan.
For this Contract it will also mean the Rajasthan (CLIENT), Jaipur

Permanent Works means the Permanent (Durable for the design life) Works to
be executed by the Developer / Bidder under the Contract.

Temporary Works are Works designed, constructed, installed, and removed by
the Developer / Bidder which are needed for construction or installation of the
permanent Works.

Equipment is the Developer / Bidder s machinery, equipment, tools and vehicles
brought temporarily to the Site for constructing the Works.

Materials are all supplies, including consumables, used by the Developer/Bidder
or his personnel, labour / workmen for incorporation in the Works.

Plant is any integral part of the Works, which is to have a mechanical, electrical,
电子, or chemical or biological function in the execution of works.

Specification means the Specification of the Works included in the Manual of
Standards and Specifications to the Contract, relevant BIS, IRC and any
modification or addition made or approved by the Engineer.

Excepted Risk are risks due to riots (other than those on account of Developer /
Bidder’s employees ) ,war (whether declared or not ) ,invasion, act of foreign
enemies, hostilities, civil war, rebellion, revolution, insurrection, any act of
Government, damages from aircraft, acts of God, such as earthquake, lightening
and unprecedented floods, epidemics and other causes over which the Developer
/ Bidder has no control and accepted as such by the competent Authority /
Procuring Entity Provided that the Developer / Bidder also to show that he has
taken all due precautions to avoid / minimize any adverse effect or damage from
the above 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
caused solely due to Employer’s faulty design of Works.

Developer/Bidder’s documents are the bid (technical and financial) submitted,
**bills, reports, drawings, designs; letters/communications test results, etc., submitted by the Developer/Bidder to the Procurement Entity / Employer in concern to the Contract for proof checking, review and approval.**

**Force Majeure:** are conditions or events, natural calamities, earth quakes, floods, epidemics, acts of God, war, hostilities etc., beyond the control of the Developer/Bidder or the Employer and which may adversely affect/damage the works, cause loss of life and property etc.

**Site equipment:** are the equipment arranged by the Developer /Bidder at site and used by the Developer/Bidder, EIC, Third Party Quality Inspection Agency and the Employer’s team for testing, checking, surveying, vehicles for travel and other equipment used by the EIC, Employer’s men on / for the contracted works.

**Other**

*Laws” means all national (or State) legislation, statutes, ordinances and other Laws, and regulations and by-Laws of any legally constituted public authority.

**Performance Security” means the security (or securities, if any ) in the form of DD or Bank Guarantee tendered by the Developer / Bidder to the Employer/Procurement Entity to assure the satisfactory completion / execution and removal of defects during the Defect Liability Period and he contractual maintenance period or of works under ACC sub Clause 6 [Performance Security], Clauses to Contract.

**Site:** The Site shall mean land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.

*Unforeseeable” means not reasonably foreseeable by an experienced Developer/ Bidder by the Base day.

### SITE VISIT AND COLLECTING LOCAL INFORMATION

Clause no 2.0 of GCC is amended to the extent as stated under:

The Developer / Bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities /financial Bid, which rates and prices shall, except as otherwise provided, shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and removal of defects and maintenance of the Works during the defect liability and the maintenance period.

### ACCESS BY ROAD

Clause no 2.1 of GCC is amended to the extent as stated under:

Bidder, 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 Bidder shall maintain the same in motorable condition at all times as directed by Engineer-In-Charge at his own cost. The Bidder shall be required to permit the use of any roads so constructed by him for vehicles of EPI or any other agencies/ Bidders who may be engaged on the project Site, free of cost. Non-availability of access roads or approach to Site, for the use of the Bidder shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation.

The Developer/Bidder shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site before bidding. The Developer/Bidder shall use reasonable efforts to prevent any road or bridge from being damaged by the Developer/Bidder's traffic or by the Developer/Bidder's Personnel. Damages caused to such structures by the Developer/Bidder’s traffic or personnel shall be repaired restored by the Developer/Bidder at his cost. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

i) The Developer/Bidder shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;

ii) The Developer/Bidder shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;

iii) The Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;

iv) The Employer does not guarantee the suitability or availability of particular access routes; and

v) Costs due to non-suitability or non-availability, for the use required by the Developer/Bidder, of access routes shall be borne by the Developer/Bidder.
**HANDING OVER & CLEARING OF SITE**

Clause no 2.2 of GCC is amended to the extent as stated under:

**Possession of / Access to site**

1. The Employer shall give possession of at least 60% of the Site to the Developer/Bidder. The EIC / EIC CLIENT and the Urban local body i.e Municipal body (ULB) shall hand over encumbrance free possession of at least 60% of site to the Developer / Bidder, along with the surveyed plan, boundary profile/marketed on the ground, within 30 days of the signing of the Contract Agreement and confirmation of the Performance BG from the issuing bank. Any delays shall be added to the commencement date of the project without any cost to the Developer / Bidder. If such possession is not given by the date stated in the Bid Data the Employer is deemed to have delayed the start of the relevant activities and this will be brought to the knowledge of the EPI / HOD CLIENT and the JODA Engineer.

2. The Developer/Bidder shall allow the EIC/ EIC CLIENT and any person authorized by the EIC access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being manufactured/fabricated/ assembled for the Works.

3. The right and possession may not be exclusive to the Developer/Bidder. If, under the Contract, the Employer is required to give (to the other Developer/Bidder) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

4. If the Developer/Bidder suffers delay and/or incurs Cost as a result of a failure by the Employer to give 60% possession of site within such time, the Developer/Bidder shall give notice to the Engineer and shall be entitled subject to ACC sub-clause no. 31(J) [Developer/Bidder’s Claims] to Seek an extension of time for any such delay, if completion is or will be delayed.

5. After receiving this notice, the EIC shall proceed to agree or determine these matters.

6. However, if and to the extent that the Procurement Entity’s failure was caused by any error or delay by the Developer/Bidder, including an error in, or delay in the submission of, any of the Developer/Bidder’s Documents, the Developer/Bidder shall not be entitled to such extension of time.

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**SCOPE OF WORK INCLUDED IN THE CONTRACT**

Clause no 3.0 of GCC is amended to the extent as stated under:

JODA entrusted the work of development & construction to EPI, on the
Government lands located at revenue village PALDI KHICHIYAN Jodhpur. The super built up area for EWS flats shall be 325 – 350 sqft and for LIG 500-550 sqft.

Developer/ bidder are required to submit bids for Construction of EWS & LIG flats of a specified super built up area 325-350 sqft for EWS & 500-550 sqft for LIG shall be constructed on (G+3) format and all internal development shall be completed in all respects of finishing, services, disposals etc, by the developer/builder as per the Specifications and Standards set forth in the enclosed Manual of Specifications and Standards(MSS) appended hereto which shall be an integral part of this Bid document. Developer / bidder is required to go through the enclosed Manual of Standards & Specifications issued by JODA and Chief Minister’s Jan AwasYojna -2015 Housing for EWS & LIG available on Rajasthan Govt. web site:- jodhpurjda.org, to apprise himself of various provisions for the purpose of bidding and execution.

Out of total land parcel EWS & LIG housing will be constructed on 75% of the land area remaining 25% of land be allotted to developer, free of cost. The developer is required to quote lowest per sft of super built up area rate for construction of EWS/LIG flats including all requisite internal development. The developer shall also be given other incentives viz maximum permissible FAR (2.25 without betterment levy for 75% part of EWS&LIG and for 25% part as per provision in building byelaws) Waiver of building plan approved fees shall be given for EWS & LIG part on 75% of land to be developed. on 25% remaining land area to be allotted developer, fees to be paid by the developer to authorities as per prevailing rules.

Developers/ Builders would be expected to construct EWS & LIG flats using cost effective technology in EPC mode on turnkey basis, including internal development like road, water supply, electricity, sewerage, landscaping, public amenities, water harvesting system etc. However the cost towards the construction of peripheral development i.e. construction of approach road, external electrification, Drains/Nallaha for EWS & LIG 75% Part will be borne by Local Authority and cost of external development on 25% part will be paid by developer on the pro-rata basis of land.

Besides the flats / the internal development shall consist of roads, drains, footpath, electrification/street lights, GSS, transformer of a designed rating, panel and penalroom, GSS /Transformer, feeder / distribution, service lines and housing wiring (copper ), earthing, street lighting etc, connectivity to peripheral network Telecom lines, as per approved by local Electricity Department or local electricity authority , Water service reservoir, GWR, tube well, sanitary waste disposal through sewerage connected to the urban sewerage or alternatively septic tanks of a designed capacity as per approved design, waste water recycling through tertiary treatment to make it suitable for reuse for plantation etc., storm water drainage and re-cycling as linked to the urban local waste management systems, security post, compound wall and gates, landscaping, parks, play grounds, parking spaces, trees, water and power connections, water supply lines for landscaping and plantation, etc. along with rain water harvesting structures, complete in all respects and spaces for livelihood center. The developer shall provide the built up community space equivalent to one percent of total super built up area of all flats at one project site.
The approximate number of flats to be constructed shall be 140 per acre of land. 60% of the flats shall be constructed for EWS.

The Developer/ Bidder shall complete a sample flat each of the EWS & LIG category for review and approval by the Employer through the agency an Independent Engineer (IE), third party quality inspection agency and the Jodhpur Development Authority. All other flats shall be completed and finished accordingly.

1% of EPI’s project cost of Rs. 220,81,36,000/- (22,53,200 Sft X Rs. 980/- per sft.) shall be payable to JODA as supervision & management charges which shall be borne by developer/ bidder.

**Works to be carried out**

The bid cost shall be arrived at to include the following:

1. The bidder shall carry out the works under the Contract shall, except as otherwise provided in these conditions at his own cost, which includes all Labour, Materials, royalties of Material, tools, Plants , equipment including lab. equipments, testing / quality assurance at site and authorized outside laboratory, inspection, all insurance, licensing, permissions, approvals, clearances, fees to other agencies and all taxes, duties including GST and transport which may be required in preparation of and doing in the full and entire execution and completion of the Works. The descriptions given in the Specifications shall unless otherwise stated, be held to include wastage on Materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other Labour necessary in and for the full and entire execution and completion of the work as afore said in accordance with good industry practice and recognized principles. The works are to be executed to the entire satisfaction of the EIC / Procuring Entity/ CLIENT/ ULB and the Govt. of Rajasthan.

2. Cost of all surveys, geotechnical investigations, designs, drawings (layouts and workings) construction of flats & community spaces, testing and quality assurance, construction of internal development, EIC / Employer’s office, security structures etc.+ STP +GSS for power distribution+ all internal landscaping as specified/instructed , including price escalation etc.

3. Defect liability period of one year at his own cost.

4. All charges to the service provider agencies for water, power, Sewerage, telecom, Environment clearance and others as required.

5. The bid shall be firm and fixed without any compensation for price escalation etc.

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| 7 | 5.0 | ACCEPTANCE OF TENDER |
**Additional Conditions of Contract**

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<tr>
<th>Clause</th>
<th>Description</th>
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| 5.0    | Clause no 5.0 of GCC is amended to the extent as stated under:  
EPI reserves to itself the authority to reject any or all the Tenders received without assigning any reason. The acceptance of a Tender shall be effective w.e.f. the date on which the telegram/ letter of intent or acceptance of the Tender is put in the communication by EPI. EPI also reserves the right to split the work among two or more parties offering lowest construction rate of super built up area of flats to be constructed on 75% of land as per NIT to EPI without assigning any reason thereof. The Bidder is bound to accept the portion of work as offered by EPI after split up at the quoted rates. |
| 8      | MOBILIZATION ADVANCE  
No mobilization advance is payable. |
| 9      | SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE  
Clause no 9.0 of GCC is amended to the extent as stated under:  
The performance security shall be 1% on awarded contract value to be submitted within 10 days from the date of issue of LOI. It shall be payable in the form of a Bank Guarantee from a scheduled bank valid from the date of signing the contract to 60 days after the expiry of the 12 months Maintenance period (to commence after expiry of 12 months Defect Liability Period) for the Contract. Such BG shall be confirmed by EIC / EIC CLIENT directly from the issuing bank.  
The Developer/Bidder shall ensure that the Performance Security is valid and enforceable until the Developer/Bidder has executed and completed the Works and remedied any Defects. If the terms of the Performance Security specify its expiry date, and the Developer/Bidder has not become entitled to receive the Performance Certificate by the date 28 Days prior to the expiry date, the Developer/Bidder shall extend the validity of the Performance Security until the Works have been completed and any Defects have been remedied.  
The Performance Guarantee shall be initially valid up to 60 Days beyond the completion of the Defect liability period.  
The EIC / EIC CLIENT shall not make a claim under the Performance guarantee except for amounts to which the Employer or Governor of Rajasthan is entitled under the Contract (notwithstanding and/or without prejudice to any other provisions in the Contract Agreement) in the event of: Failure by the Developer/Bidder to extend the validity of the Performance Guarantee as described here in above, in which event the EIC CLIENT may claim the full amount of the performance guarantee Failure by the Developer/Contract or to pay the Governor of Rajasthan any amount due, either as agreed by the Developer/Bidder or determined under any of the Clauses/conditions of the agreement, within 30 Days of the service of notice to this effect by CLIENT EIC. Failure by the Developer/Bidder to rectify any Defects as defined in the Defect liability Clause in the Contract Data to the satisfaction of the |
The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Developer/Bidder harmless against and formal damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Developer/Bidder as below after completion of all obligations under the contract.

Discharge of performance security shall take place after the expiry of the defect liability period.

In the event of the Contract being determined or rescinded under provisions of any of the Clause/condition of the agreement, the performance guarantee and the security deposit shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

**Release of performance security**

On completion of the whole of the work, part of the total amount of security shall be repaid to the Developer/Bidder after expiry of the 12 months Maintenance period (to commence after expiry of 12 months Defect Liability Period and after the EIC has certified that all Defects notified by him to the Developer/Bidder before the end of this period have been corrected and also after recovery of any dues. However, for pucca works, refund of security deposit shall be after successful completion of one rainy season.

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<td><strong>10</strong></td>
<td><strong>9.1</strong></td>
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<tr>
<td><strong>11</strong> (A)</td>
<td><strong>9.2</strong></td>
<td><strong>DELETED</strong></td>
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<tr>
<td><strong>11</strong> (B)</td>
<td><strong>10.</strong></td>
<td><strong>RETENTION MONEY</strong></td>
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<tr>
<td><strong>12</strong></td>
<td><strong>20.0</strong></td>
<td><strong>INDEMNITY AGAINST PATENT RIGHTS</strong></td>
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</tbody>
</table>

Contents of clause no. 20 of GCC amended to the extent as detailed below:-

**Developer/Bidder to indemnify Government against Patent Rights**

The Developer/Bidder shall fully indemnify and keep indemnified the EPI, procurement entity, Governor and Govt. of Rajasthan against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under the action brought against Government in respect of any such matter as aforesaid the Developer/Bidder shall be immediately notified thereof and the Developer/Bidder shall he at liberty, at his own expense, to settle any
dispute or to conduct any litigation that may arise there from, provided that the
Developer/Bidder shall not be liable to indemnify.

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<th>13</th>
<th>13.0</th>
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<td>(A)</td>
<td>TAXES AND DUTIES</td>
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Clause no 13.0 of GCC is amended to the extent as stated under:

The following shall be also read with clause no 13 of GCC:

a) The Bidder must be registered with GST in Rajasthan state and should have valid GST number. In case the bidder does not have valid GST registration number, the same shall be obtained by the successful bidder within one month from the date of LOI or before release of 1st R/A bill whichever is earlier.

b) The Bidder must submit as an compliances of GST Act, the invoices in GST compliant format failing which the GST amount including interest and penalty if any shall be recovered/ adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

c) The Bidders are requested to update/upload the GST/Taxes data periodically so as to avail ITC credit by EPI failing which it shall be recovered/adjusted by EPI without any prior notice from the next invoices or available dues with EPI.

d) Rates to be quoted in this tender inclusive of all taxes & duties and GST etc. Taxes are to be disclosed separately in Price Bid/BOQ.

e) Bidder while quoting the rates in the tender must also consider the ITC credit applicable for the works, if any.

f) Price bid formats shall indicate “inclusive of all taxes and duties including GST.

In addition to the price bid format, an Annexure to indicate the “breakup of cost and levies such as GST and other taxes” considered in the quoted prices shall be annexed. This Annexure shall have breakup of all taxes/duties relevant to the contract.

In case of any reduction in rate of GST or other taxes in future or the project getting exemption status prior to the last date of bid submission or afterwards, the sub-contractor shall pass on the benefit to EPIL immediately, failing which EPIL shall have the right to recover the differential amount from the amounts due to the sub-Bidder. Further, in case of any increase in rate of GST or other taxes in future or the project losing exemption status prior to last date of bid submission or afterwards, the said increase of taxes shall be paid/reimbursed to the sub-contractor, subject to the condition that the client reimburses the said increased taxes to EPIL.

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<tr>
<th>14</th>
<th>14.0</th>
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<tbody>
<tr>
<td>(B)</td>
<td>ROYALTY ON MATERIALS:</td>
</tr>
</tbody>
</table>

Clause no 14.0 of GCC is amended to the extent as stated under:
Unless otherwise stated in the Specification, the Developer/Bidder shall pay all royalties, rents and other payments for:

i. natural Materials obtained from outside the Site, and

ii. the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are to be specified by the local ULB.

### INSURANCE OF WORKS ETC.

Clause no 17.0, 18.0 & 19.0 of GCC are amended to the extent as stated under:

The insurance coverage shall be in the **joint name of the Employer, Procurement Entity JODA and the bidder** and in accordance with: contractor’s All Risk insurance.

The Developer/bidder shall provide insurance coverage, in the joint names of the Procurement Entity JODA a/c EPI a/c Developer/bidder, insurance cover from the start date to the end of the Defects Liability Period, the following events which are due to the Developer/bidder’s risks:

a. loss of or damage to the Works, Plant and Materials;
b. loss of or damage to Equipment;
c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
d. Personal injury or death to the labour engaged on the contract, and any other third party.

Policy and certificates for insurance shall be delivered by the Developer/Bidder to the Procurement Entity / Engineer for the Engineer’s approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Developer/Bidder does not provide any of the policies and certificates required, the Employer may affect the insurance which the Developer/Bidder should have provided and recover, with 15% agency charges, the premiums the Employer has paid from payments otherwise due to the Developer/Bidder or, if no payment is due, the payment of the premiums shall be a debt due. Insurance shall be in the joint name of the Employer and the Bidder / Developer.

Alterations to the terms of insurance shall not be made without the approval of the Procurement Entity/Engineer. Both parties shall comply with any conditions of the insurance policies.

**Insurance for Works and Developer/ Bidder’s Equipment**

The insuring Party shall insure the Works, Plant, Materials and Developer/Bidder’s Documents for not less than the **1.20 times (one hundred twenty percent) of the full reimbursement cost of EPI @ Rs. 980/- per sft. of**
Additional Conditions of Contract

(C) super built up area applicable for 2253200Sft. Of super built up area including the Costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under ACC sub-clause 15(E) [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Developer/Bidder is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Developer/Bidder in the course of any other operations including those under Defect Liability.

The insuring Party shall insure the Developer/Bidder's Equipment for not less than the full replacement value, including delivery to Site. For each item of Developer/Bidder's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Developer/Bidder's Equipment.

Unless otherwise stated in the Particular Conditions, insurances under this Clause:

i. shall be effected and maintained by the Developer/Bidder as insuring Party,

ii. shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the Costs of rectifying the loss or damage,

iii. shall cover all loss and damage from any cause not listed in ACC sub-Clause 41.0 [Employer's Risks]

iv. shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in ACC sub-Clause 41.0 [Employer's Risks], excluding (in each case) risks which are not insurable.

Insurance against Injury to Persons and Damage to Property

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under sub head [Insurance for Works and Developer/Bidder's Equipment]) or to any person (except persons insured under sub head [Insurance for Developer/Bidder's Personnel], which may arise out of the Developer/Bidder's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount of Rs. one lac, with no limit on the number of occurrences.

Unless otherwise stated in the Conditions, the insurances specified in this Clause:
Additional Conditions of Contract
Engineering Projects (India) Limited

i. shall be effected and maintained by the Developer/Bidder as insuring Party,

ii. shall be in the joint names of the Parties,

iii. shall be extended to cover liability for all loss and damage to the Employer’s property (except things insured under Sub-head [Insurance for Works and Developer/Bidder’s Equipment]) arising out of the Developer/Bidder’s performance of the Contract, and

iv. may however exclude liability to the extent that it arises from:
   a) the Employer’s right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,

   b) damage which is an unavoidable result of the Developer/Bidder’s obligations to execute the Works and remedy any Defects, and

   c) a clause listed in ACC sub-Clause 41.0 [Employer’s Risks], except to the extent that cover is available at commercially reasonable terms.

Insurance for Personnel of Developer/Bidder, Employer JODA and EPI

The Developer/Bidder shall effect and maintain adequate insurance in the joint name of the Employer JODA, EPI and bidder, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Developer/Bidder or any other of the Developer/Bidder’s Personnel. The Developer/Bidder is required to take insurance cover as per requirement of the Workmen’s Compensation Act, 1923 amended from time to time from an Approved Insurance Company and pay premium charges thereof.

The insurance shall cover the Employer and the Employer’s Engineers/personnel, EIC, Third party quality assurance agency’s personnel, EPI personnel against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Developer/Bidder or any other of the Developer/Bidder’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Sub-Developer/Bidder’s employees, the insurance may be effected by the Sub-Developer/Bidder, but the Developer/Bidder shall be responsible for compliance with this Clause.

General Requirements for Insurance

In this Clause, insuring Party means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Clause.
Wherever the Developer/Bidder is the insuring Party, each insurance shall be affected in the joint name of the Employer and the Developer/Bidder, with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of issue of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

Wherever the Employer is the insuring Party (on failure of the Developer/Bidder in insuring within the given time), each insurance shall be effected with insurers and in terms acceptable to the Developer/Bidder. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Developer/Bidder shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer’s Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

i. evidence that the insurances described in this Clause have been effected, and

ii. copies of the policies for the insurances described in sub head [Insurance for Works and Developer/Bidder’s Equipment] and sub head [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the EIC CLIENT.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is
required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Developer/Bidder or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Developer/Bidder and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

### TECHNICAL STAFF, EQUIPMENTS & FIELD LABORATORY FOR WORK

Contents of clause no. 27 of GCC amended to the extent as detailed below:

**Key personnel required for Buildings works costing from Rs 10 cr. to Rs. 100 cr.** *(Proportionate increase for Contracts of value more than Rs 100 cr.)*

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Position/ Responsibility</th>
<th>Nos.</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Engineer to be overall in-charge of execution, coordination, quality and timely completion of works.</td>
<td>1</td>
<td>BE Civil</td>
<td>Min. 15 year on a work of similar nature and size</td>
</tr>
<tr>
<td>2</td>
<td>Planning and monitoring Engineer, cum dy. Project Engineer.</td>
<td>1</td>
<td>BE Civil</td>
<td>10 years</td>
</tr>
<tr>
<td>3</td>
<td>Quality Assurance cum coordination Engineer responsible for Draw a quality assurance plan, implementation, proper functioning of field laboratory, surveying, level, measurements &amp; first aid etc.</td>
<td>2</td>
<td>1. Graduate/ 1 Diploma Civil Engineer</td>
<td>-do-</td>
</tr>
<tr>
<td>4</td>
<td>Sanitary / water supply Engineer. To be responsible for materials, workmanship, execution and levels, etc.</td>
<td>1</td>
<td>Free Lancer</td>
<td>-do-</td>
</tr>
<tr>
<td>5</td>
<td>Site engineers. To be</td>
<td>2</td>
<td>Diploma in CE</td>
<td>-do-</td>
</tr>
</tbody>
</table>
Personnel

The Developer / Bidder shall employ the key personnel named in the Schedule of Key Personnel as referred above to carry out the function stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experiences are substantially equal to or better than those of the personnel listed in the Schedule.

If the Engineer—in-Charge instructs the Developer/Bidder to remove a person who is a member of the Developer/Bidder’s staff or his work force stating reasons, the Developer/Bidder shall ensure that the person leaves the Site within seven Days and has no further connection with the work in the Contract.

Employment of Technical Staff and Employees

The Developer/Bidder shall engage the technical staff, as stated above (sub head A) of the document

i. The Developer/Bidder shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the Contract.

The Developer/Bidder along with bidding of the Tender, intimate in writing to the EIC the name, qualifications, experience, age, address and other particulars along with certificates, of the technical representative to be in-charge / his authorized representative on the work. If there is any change then the new incumbent’s qualifications and experience shall not be lower than specified above (sub head A)The EIC shall within 15 Days of issue of Letter of Acceptance intimate in writing his approval or otherwise it is deemed to be approved. Any such approval may at any time be withdrawn and in case of such withdrawal the Developer/Bidder shall appoint another such representative according to the provisions of this Clause. Decision of the EIC shall be final and binding on the Developer/Bidder in this respect.

Technical staff shall be available at Site within fifteen Days of start of work.

If the Developer/Bidder (or any partner in case of firm/company)himself has such qualifications, the Developer/Bidder shall designate and appoint a person to represent him and to be present at the work whenever the Developer/Bidder is riot in a position to be so present. All the provisions applicable to the Developer/Bidder under the Clause will also be applicable in such a case to Developer/Bidder’s person. The Developer/Bidder or his responsible authorized agent shall be actually available at Site at least five working Days every week, these Days shall be determined in advance and also during recording of measurement of Works and whenever so required by the EIC by a notice as aforesaid and shall also comply with instructions conveyed by the EIC or his
designated representative in the Site order book and in token of acceptance of measurements. There shall be no objection if the representative/agent looks after more than one work and not more than three Works in the same station provided these details are disclosed to the EIC and he shall be satisfied that the provisions and the purpose of the Clause are fulfilled satisfactorily.

If the EIC, whose decision in this respect is final and binding on the Developer/Bidder, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this Clause, the EIC with the approval of the Procuring Entity shall proceed to appoint one suitable technical person (Project or Dy. Project Manager) from amongst the Engineers appointed on the project by the Developer/Bidder and the decision of the EIC as recorded in the Site order book and measurement recorded in Measurement Books shall be final and binding on the Developer/Bidder.

The Developer/Bidder shall provide and employ on the Site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

ii. The Developer/Bidder shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Project Manager shall be at liberty to object to and require the Developer/Bidder to remove from the Works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is unwanted and such person shall not be employed again at Works Site without the written permission of the Project Manager and the persons so removed shall be replaced as soon as possible by competent substitutes.

Appointment of Apprentices

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

The Developer/Bidder shall comply with the provisions of the Apprenticeship Act, 1961, and the Rules and Orders issued, there under, from time to time. If he fails to do so, his failure will be a breach of contract. The Developer/Bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Responsibility of the Technical staff

(i) The Project Manager with his team, shall be fully responsible for quality and durability of construction as per drawings and designs. All other Engineers and personnel shall bear the responsibility assigned to them by the Bidder/Project Manager.

(ii) Technical officers / staff deployed by the Developer/Bidder at any construction Site will also be responsible for the quality, poor progress or proper conduct on the work. If he does not, his name will be circulated to all Works division of the Department to debar from any other Site.
Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Developer/Bidder shall make arrangements at his own cost for the engagement of all required staff and skilled, unskilled labour, local or otherwise, and for their payment, transport and, when appropriate, housing, health care, baby crèches, etc. as required under the law.

The Developer/Bidder is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of Rajasthan shall work as a Developer/Bidder or employee of a Developer/Bidder for a period of two years after his retirement from Government service without the previous permission of State Government in writing. Particularly if he has dealt with the specific project bid during his service period. The Contract is liable to be cancelled if either the Developer/Bidder or any of his employees is found at any time to be such a person who had not obtained said permission prior to engagement in the Developer/Bidder’s service, as the case may be.

Machinery and equipment required for Buildings works costing from Rs. 50 cr to Rs. 200 cr.
(Proportionate increase for Contracts of value more than Rs 200 cr.)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Earth excavator</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Tractors with trolley</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Tractor mounted Water tankers</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Mortar mixers</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Vibratory screens</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>CC batch mix plant 30 cum/hour</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Steel/Ply Shuttering/ scaffolding as per design adequate</td>
<td>Adequate</td>
</tr>
<tr>
<td>8</td>
<td>Needle/surface vibrators</td>
<td>4 each</td>
</tr>
<tr>
<td>9</td>
<td>Auto level</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Bar bending equipment</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Welding equipment</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>Curing pumps</td>
<td>6</td>
</tr>
<tr>
<td>13</td>
<td>Static Water tankers, 4000</td>
<td>4</td>
</tr>
<tr>
<td>14</td>
<td>DG set 125 kva</td>
<td>1 Nos.</td>
</tr>
</tbody>
</table>

FIELD LABORATORY EQUIPMENT REQUIRED FOR BUILDING PROJECTS
COSTING Rs. 50 cr-Rs 200 cr.(Proportionate increase for Contracts of value more than Rs 200 cr.)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Equipment</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>For Building Construction Projects</td>
<td></td>
</tr>
</tbody>
</table>
### Additional Conditions of Contract

#### Engineering Projects (India) Limited

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>IS sieves with lid/pan: Size in mm: 100, 90, 80, 63, 53,45, 37.5, 26.5,19,13.2,11.2,9.5,4.75,2.8,5.6,3.52,2.36,600, 500, 425,355, 250, 212,180, 150, 90, 75,63,53,45, and 38 micron.</td>
<td>1 set</td>
</tr>
<tr>
<td>2</td>
<td>Cube moulds 70 mm for mortar</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Cube moulds for CC 150 mm</td>
<td>6</td>
</tr>
<tr>
<td>4</td>
<td>Compression testing machine 200t</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Electronic/digital balance 1 kg with least count of 0.01 g</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Electronic / digital balance 5 kg</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Pan balance with weight box 5 kg.</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Enameled tray</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>Oven (300°C) thermostatically controlled, sensitivity 1°C</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>Slump cone</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>First Aid Box</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Vicat Apparatus</td>
<td>1</td>
</tr>
<tr>
<td>13</td>
<td>Cooler etc for Temperature control</td>
<td>1 or 2</td>
</tr>
<tr>
<td>14</td>
<td>Atterberg Limit Apparatus</td>
<td>1</td>
</tr>
</tbody>
</table>

**Developer/Bidder to Supply Tools & Plants etc.**

The Developer/Bidder shall provide at his own Cost all Materials, plant, tools, appliances, implements, 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 Specification or other document forming part of the Developer/Bidder referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the EIC 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 Developer/Bidder shall also deploy without charge the requisite number of skilled and unskilled persons with the means and Materials, necessary for the purpose of setting out Works, and counting, weighing and assisting the measurement for 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 EIC at the Cost to the Developer/Bidder, under this Contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### PROTECTION OF TREES

Contents of clause no. 28.5 of GCC amended to the extent as detailed below

Any tree existing on the site shall be protected and accommodated in the designs. No trees shall be cut or pruned unless directed by the ULB in writing.

#### MEASUREMENTS OF WORK DONE

Clause no 36.0 of GCC is amended to the extent as stated under:

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**Signature of Bidder**

Page 21

**EPI**
| A | The only measurement for payment is the super built up area. The work is to be done as per approved detailed drawings, designs and specifications. Hence at each stage, measurements, as per IS 1200 shall be taken by the Bidder’s Engineer, EIC, EIC CLIENT’s assistant and ULB Engineer, of the acceptable (as per confirmatory testing) item of work (based on approved sections, sizes, specifications and confirmed with tests) as executed in a A4 computer sheet which shall be declared as Measurement Book. These measurements shall not be less than the sizes shown on the approved drawings and shall be signed by all the above and cross checked by the EIC and the EIC / EIC CLIENT and copy of test results appended to it to form the measurement at that stage.

The Department reserves to itself the right to prescribe a scale of check measurements of work, in general, or a specific scale for specific works or by other special orders (about which the decision of the Department shall be final). Checking of measurement by a superior officer shall supersede the measurements taken by the subordinate officers and the former will become the basis of the payment. Any excess payments detected (sections less than the approved designs and drawings or not constructed with approved specifications), as a result of such check measurement or otherwise at any stage up to the date of completion and the defect removal period specified elsewhere in this contract, shall be recoverable from the Developer/Bidder as any other dues payable to the Government.

The initial levels of the ground as handed over shall also be recorded jointly by the Bidder’s Engineer, EPI, Assistant to EIC / EIC CLIENT and the ULB Engineer. These shall be recorded and signed by all the three. It will be checked to an extent of 25% by the EIC / EIC CLIENT and the EIC and signed. The Plinth Level of buildings and other structures and finished crown levels of the roads, invert levels of the drainage, sewerage etc. shall be proposed and cross checked with respect to these.

CLIENT or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover and place beyond reach of measurement any work without consent in writing of the EIC / EIC CLIENT EIC 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 measurements without such notice having been given or the EIC CLIENT’s consent being obtained in writing the same shall be uncovered at the Developer/Bidder’s expense, or in default thereof no payment or allowance shall be made for such Works or the Materials with which the same was executed.

It is also a term of his Contract that recording of measurements of any item of work in the measurement book / sheet and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it related nor shall it relieve the Developer/Bidder from liabilities from any other measurement Defects noticed till completion of the Defects liability period. |
**Method of Measurement**

Whenever the EIC / EIC CLIENT requires any part of the Works to be measured, reasonable notice shall be given to the Developer/Bidder’s Representative, who shall:

i. promptly either attend or send another qualified representative to assist the EIC / EIC CLIENT in making the measurement, and

ii. Supply any particulars requested by the EIC CLIENT.

**PAYMENTS**

Clause no 37.0 of GCC is amended to the extent as stated under:

Schedule of Payment in Rupees: For Construction of EWS & LIG flats under Chief Minister's Jan Awas Yojana-2015 on turnkey basis on govt. land located at PALDI KHICHIYAN PACKAGE-1 revenue Village Jodhpur. insert name of the

For provision 4A(i) The loan amount transferred to the ESCROW account will be released by the Jodhpur Development Authority in 8 installments to the EPI at different stages of construction as follows based on the certificate issued by 3rd party/nodal agency, after the verification of the progress of work under the approved work plan and cash flow :

(i) Progressive payment as per actual basis, for schedule items as per Rajasthan SOR and Non schedule items as per market Rate 10%

(ii) Roof level of ground floor 15%
(iii) Roof level of first floor 15%
(iv) Roof level of second floor 15%
(v) Roof level of third floor 15%
(vi) On handing over to UIT 20%
(vii) After six months of handing over 5%
(viii) After twelve months of handing over 5%

Payment: As indicated in the RFP, the developer shall be paid (after statutory deductions and satisfactory reports on Third Party Quality Inspections) through an escrow account maintained in the name of JODA. The payment shall be in different stages as above. The monetary value of the percentages shall be worked by the bidders and quoted in the bid to be checked and approved by the
CLIENT.

After receipt of payment by EPI from JODA as per above schedule, corresponding payment as per contract shall be released to the bidder through Bank after making all contractual necessary deductions.

**Schedule of Payments**

The schedule of payments shall be as decided in the Contract and as defined in the bid. The Developer/Bidder shall submit a non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 Days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

**Payment of a monthly Bill**

A monthly bill proportionate to the stages specified for each percentage payment shall be submitted by the Developer/Bidder each month on or before the 7th. date of each month to the EIC for all work executed in the previous month and the EIC / the ULB Engineer shall check the requisite payments due as per Contract for the purpose of having the same verified and the claim, as far as admissible, authorized or paid, if possible, before the expiry of 15 days from the presentation for the bill.

**Payment of Final Bill**

The final bill shall be submitted by the Developer/Bidder in the same manner as specified in interim bills within three Months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the EIC whichever is earlier. No further claims shall be made by the Developer/Bidder after submission of the final bill and these shall be deemed to have been waived and extinguished.

Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by EIC, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the EIC or his authorized Assistant Engineer,

i. If the Tendered value of work is up to Rs. 50 cr: 2 Months

ii. If the Tendered value of work exceeds Rs. 50 crores: 3 Months

**Final payment certificate. Final Statement.**

The Developer/Bidder after obtaining the completion certificate shall submit his final payment certificate along with a final statement and apply to the EIC for payment along with a copy of the completion certificate.

**Payment of Developer/ Bidder’s Bills to Banks**
Payments due to the Developer/Bidder may, if so desired by him, be made to his Bank on line instead of direct to him provided that the Developer/Bidder furnishes to the EIC (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the Bank to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the EIC, ULB Engineer of the account or claim by payment to the Bank. Nothing herein contained shall operate to create in favor of the Bank any rights or equities vis-a-vis EPI or the Governor of Rajasthan. The Bidder shall acknowledge the receipt of payment to the EIC.

Payment on Intermediate Certificate to be regarded as Advances

No payment shall be made for work less than the estimated work of Rs. 25 Lakhs till the whole of the work shall have been completed and certificate of completion given. The EIC shall arrange to have the bill verified by checking or causing to be checked, where necessary. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Developer/Bidder, to the EIC or his Assistant Engineer. In the case of Works outside the headquarters of the EIC the period of ten working Days will be extended to fifteen working Days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the EIC relating to the work done or Materials delivered forming part of such payment may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or Materials to which it relates is/are in accordance with the Contract and Specifications. Any such interim payment, or any part there of shall not in any respect conclude, determine or affect in any way powers of the EIC under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided as per ACC sub-clause no. 28 (B) [Compensation for Delay], without prejudice to the right of the Department to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority

Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the EIC shall, within 28 Days after receiving a Statement and supporting documents, deliver to the Employer and to the Developer/Bidder an Interim Payment Certificate which shall state the amount which the EIC fairly determines to be due, with all supporting particulars for any reduction or withholding made by the EIC on the Statement if any.

i. An Interim Payment Certificate shall not be withheld for any other reason,
although: if anything supplied or work done by the Developer/Bidder is not in accordance with the Contract, the Cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or

ii. if the Developer/Bidder was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the CLIENT EIC, the value of this work or obligation may be withheld until the work or obligation has been performed.

**Final Payment**

Within 56 Days after receiving the Performance Certificate, the Developer/Bidder shall submit, to the EIC, six copies of a draft final statement with supporting documents showing in detail in a form approved by the EIC shall assess the value of all work done in accordance with the Contract, and any further sums which the Developer/Bidder considers to be due to him under the Contract or otherwise.

If the EIC disagrees with or cannot verify any part of the draft final statement, the Developer/Bidder shall submit such further information as the EIC may reasonably require within 28 Days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Developer/Bidder shall then prepare and submit to the Engineer-in-charge the final statement as agreed. This agreed statement is referred to in these Conditions as the “Final Statement”.

However if, following discussions between the EIC, ULB Engineer and the Developer/Bidder and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the EIC shall deliver to the Employer (with a copy to the Developer/Bidder) an Interim Payment Certificate for the agreed parts of the draft final statement.

**Completion (as built) Plans to be Submitted by the Developer/Bidder**

The Developer/Bidder shall submit completion (as built) drawings in 6 hard and two soft copies, on the whole project within thirty Days of the completion of the work. In case, the Developer/Bidder fails to submit the completion plan as aforesaid, he shall be liable to pay a compensation of Rs.50,000/ day (Rs. Fifty thousand only per day) for the period it is delayed subject to a maximum of 0.5% (half percent) of the value of the contract. The decision of the EIC for such delay shall be final and binding on the Developer/Bidder.

**ORDER OF PRECEDENCE OF DOCUMENTS**

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence.

i. Contract Agreement.
   
ii. Fax, Telegram or Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.
   
iii. Description in Bill of Quantity / Schedule of Quantities/ Price Bid.
   
iv. Additional Conditions of Contract.
v. Technical specifications as given in the Tender Documents containing Manual of Standards and Specifications for CMJAY-2015 Housing for EWS & LIG as per provision 4A (i) & other specification of CMJAY-2015 available online.

vi. General Conditions of Contract.

vii. Drawings

viii. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of Tenders.

ix. Relevant B.I.S. Codes.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-In-Charge shall be the deciding authority with regard to the intention of the document which shall be final and binding on the Contractor.

Any error in description, quantity or rate in the Schedule of Quantities/items or Bill of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the Drawings and Specifications or from any of his obligations under the contract.

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<tr>
<th>Milestone</th>
<th>Targeted Physical achievement</th>
<th>Targeted Financial achievement</th>
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<tr>
<td>Ist. - 1/8th of completion period</td>
<td>Construction of RCC frame up to the plinth level, Foundation masonry up to DPC / PB laid, site office for employer/ Developer, field laboratory, water and power connections to the site offices and the laboratory etc.</td>
<td>10% of the total contract amount.</td>
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<td>IIInd. - 1/4th of completion period</td>
<td>Superstructure RCC frame and Casting GF / FF roof For all flats</td>
<td>25% of the total contract amount.</td>
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<tr>
<td>III rd. 3/8th of completion period</td>
<td>Superstructure RCC frame and Casting SF / TF roof For all flats, including terracing, P/L of RW pipes, and OHT</td>
<td>40% of the total contract amount.</td>
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### Progress Reports

Unless otherwise stated in the Conditions, monthly progress reports and the updated construction schedules shall be prepared by the Developer/Bidder and submitted to the EIC before the monthly meeting in six copies. Photos (min. 6, of 150x100 mm size) on the progress achieved during the month shall also be enclosed. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 Days after the last day of the period to which it relates.

Reporting shall continue until the Developer/Bidder has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:
Additional Conditions of Contract

i) MS project charts and detailed descriptions of progress, including each stage of design (if any), Developer/Bidder’s Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Sub-Developer/Sub-Bidder (as defined in ACC sub-Clause 60 [Nominated Sub-Developer/Bidders]. The CPM charts, ‘S’ curve and the critical activities shall be duly identified in such submissions.

ii) photographs showing the status of manufacture and of progress of works on the Site;

iii) The details described in ACC Sub-Clause86 [Records of Developer/Bidder’s Personnel and Equipment];

iv) copies of quality assurance documents, observation sheets , test results, compliance to Non-conformance reports and certificates of Materials;

v) list of notices given under ACC Clause 53 [Employer’s Claims] and notices given ACC under Clause 31 (J) [Developer/Bidder’s Claims];

vi) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and

Comparisons of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

Very sluggish Rate of Progress

If, at any time:

i) the actual progress is too slow to complete the whole Work within the Time for Completion, and/or progress has fallen (or will fall) behind the current program under ACC sub-Clause 43 B [ Construction Program], other than as a result of a cause listed in ACC Clause 31(E) [Extension of Time for Completion], then the EIC/ EIC / EIC CLIENT may instruct the Developer/Bidder to submit, under Clause 43(B) [ Construction Program], a revised program and supporting report describing the revised methods which the Developer/Bidder proposes to adopt in order to expedite progress and complete within the Time for Completion.

ii) Unless the EIC notifies otherwise, the Developer/Bidder shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Developer/Bidder’s Personnel and/or Works, at his risk and Cost.

iii) If these revised methods appear to be inadequate or fail for any reasons, the EIC may induct other sub-Bidders to expedite the progress at the approved rates or enhanced rates agreed to by the Developer/Bidder to meet the time lines.

iv) Under such circumstances, if the Procuring Entity incurs additional Costs,
the Developer/Bidder shall subject to notice under ACC Sub-Clause 53 [Employer’s Claims] pay these Costs to the Employer through debits to his payments due, in addition to delay damages (if any) under ACC sub-Clause No. 28(B)[compensation for delay].

Additional Costs of revised methods including acceleration measures, instructed by the EIC to reduce delays resulting from causes listed under ACC Sub-Clause 31(E) [Extension of Time for Completion] shall be paid by the Bidder and shall be paid by the EIC and debited to the Developer/Bidder if the Bidder fails to pay. In addition a compensation for delay shall also be imposed on and be debited to the Bidder.

**Much delayed progress of work**

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

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### Electricity, Water and Gas

The Developer/Contractor shall, except as stated below, be responsible for the provision of all power, water, sanitation and other services and the service lines he may require from the service provider agencies for his construction activities and his personnel, to the extent defined in the Specifications for construction use and the tests. He will obtain the necessary service connections in his name and get them disconnected after the expiry of the defect liability period of works.

However, 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.

### MATERIALS TO BE PROVIDED BY THE BIDDER

Clause no 45.0 of GCC is amended to the extent as stated under Plant, Materials, works and workmanship.

The developer/Bidder shall comply to the specified requirements of processing plants, raw materials and execute works with the best workmanship.

**Manner of Execution**

The Developer/Bidder shall carry out the procurement of materials, the production and manufacture of CC, mortars, and all other execution of the Works:

i. in the manner (if any) specified in the Contract,

ii. in a proper workman like and careful manner, in accordance with recognized
### Additional Conditions of Contract

**Engineering Projects (India) Limited**

**Signature of Bidder**

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<td>good practice, and</td>
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<td>iii. with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.</td>
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**Samples**

The Developer/Bidder shall submit the following samples of Materials, and relevant information, to the EIC / EIC CLIENT for approval prior to using the Materials in or for the Works:

i. Producer's / manufacturer's standard samples of Materials and samples specified in the Contract, all at the Developer/Bidder's Cost, and

ii. additional samples instructed by the EIC / EIC CLIENT as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

**Inspection of works likely to be covered.**

The Developer/Bidder shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Developer/Bidder from any obligation or responsibility.

The Developer/Bidder shall give notice of minimum 07 days to the EIC / EIC CLIENT whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport, beyond measurement, any work in order that the same may be measured and correct dimensions thereof, be taken before the same is covered up. The EIC / EIC CLIENT shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Developer/Bidder that the EIC / EIC CLIENT does not require to do so. If the Developer/Bidder fails to give the notice, he shall, if and when required by the EIC / EIC CLIENT, uncover the work and thereafter reinstate and make good, all at the Developer/Bidder's Cost.

**Materials Supplied by the Developer/Bidder**

The Developer/Bidder shall, at his own expense, provide all specified and approved Materials, required for the Works.

The Developer/Bidder shall, at his own expense and without delay, supply to the Procuring Entity samples of tested and conforming Materials (by the Materials Engineer) to be used on the work and shall get these approved by the EIC in advance along with the sources of supply. All such Materials to be provided by the Developer/Bidder shall be in conformity with the Specifications laid down or referred to in the Contract, The Developer/Bidder shall, if requested by the EIC / EIC CLIENT furnish test results conducted at the field laboratory to satisfy the EIC CLIENT, EIC and the ULB Engineer that the Materials so comply. The EIC / EIC CLIENT shall get confirmatory tests conducted through his assistants, EIC or the third party quality inspection agency for his satisfaction within fifteen Days of...
supply of samples and if the requirement is waived off, the materials shall be treated as approved. If the materials fail on test by the EIC / EIC CLIENT, the Developer/Bidder shall at his risk and Cost submit the fresh samples of Materials to be tested or analyzed and shall not make use of or incorporate in the work any Materials represented by the failed samples until the required tests or analysis have been made and Materials finally accepted by the EIC / EIC CLIENT. The Developer/Bidder shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of Materials. Non-availability of suitable materials near the site of the project shall be no excuse for using non-conforming materials, centering and shuttering, machinery and equipment and others.

The Developer/Bidder shall, at his risk and Cost, make all arrangements and shall provide all facilities as the Procuring Entity may require for sampling and testing, at such time and to such place or places as may be directed by the EIC / EIC CLIENT and bear all charges and Cost of testing unless specifically provided for otherwise elsewhere in the Contract or Specifications. The EIC / EIC CLIENT 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 Developer/Bidder shall afford every facility and every assistance in obtaining the right to such access.

The EIC / EIC CLIENT 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 EIC / EIC CLIENT shall be at liberty to employ at the expense of the Developer/Bidder, other persons to remove the same without being answerable or accountable for any loss for damage that may happen or arise to such Materials. The EIC / EIC CLIENT shall also have full powers to require other proper Materials to be substituted thereof and in case of default and EIC / EIC CLIENT may cause the same to be supplied and all Costs which may attend such removal and substitution shall borne by the Developer/Bidder. Any works constructed with failed or unapproved materials shall be

**Testing on Materials, processes and tests on completion.**

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

Except as otherwise specified in the Contract, the Developer/Bidder shall provide at his own cost in the field laboratory, all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, Materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Developer/Bidder shall agree, with the Procuring Entity, the time and place for the specified testing of any Plant, Materials and other parts of the Works. Such tests shall be regularly carried out at the of delay to be computed on per day basis 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 or the Tendered value of the item or group of
items of work for which a separate period of completion is originally given. A
notice for termination by the Employer may also be issued concurrently if there is
no expedited progress in the first two months of the compensation being levied
frequency specified in BIS Codes. Tests (rebound hammer/UV ray) on completion
may be carried out on RCC works, load test on CD works/ piles, performance (conduction, hydraulic etc.) tests on items of services.

The EIC / EIC CLIENT may, under Clause for Right to vary, vary the location or
details of specified tests, or instruct the Developer/Bidder to carry out additional
tests. If these varied or additional tests show that the tested Plant, Materials or
workmanship is not in accordance with the Contract, the Cost of carrying out this
test or Variation shall be borne by the Developer/Bidder, notwithstanding other
provisions of the Contract.

The EIC / EIC CLIENT shall give the Developer/Bidder not less than 24 hours’
notice of his intention to attend the tests or depute his assistants or the ULB
Engineer to attend the tests. If the EIC / EIC CLIENT or his assistants do not
attend at the time and place agreed, the Developer/Bidder may proceed with the
tests, unless otherwise instructed by the EIC / EIC CLIENT, and the tests shall
then be deemed to have been made in the presence of EIC / EIC CLIENT.

If the Developer/Bidder suffers delay and/or incurs Cost from complying with
these instructions or as a result of a delay for which the Procuring Entity is
responsible, the Developer/Bidder shall give notice to the EIC / EIC CLIENT and
shall be entitled subject to ACC Sub-Clause 31(J) [Developer/Bidder’s Claims] to:

i. an extension of time for any such delay, if completion is or will be delayed,
   under ACC Clause No. 31 (E) Extension of Time for Completion, After receiving
   this notice, the CLIENT EIC / EIC shall proceed in accordance with as per
   contract provisions to agree or determine these matters.

The Developer/Bidder shall promptly forward to the EIC / EIC CLIENT duly
certified reports of the tests. When the specified tests have been passed, the EIC
/ EIC CLIENT shall endorse the Developer/Bidder’s test certificate, or issue a
certificate to him, to that effect. If the EIC / EIC CLIENT has waived off the
attendance on the tests, he shall be deemed to have accepted the results as
acceptable.

Retesting on Failure

If the Works, or a Section, fail to pass the Tests on Completion, ACC Sub-Clause
24(N) [Rejection] shall apply, and the EIC / EIC CLIENT or the Developer/Bidder
may require the failed Tests, and Tests on Completion on any related work, to be
repeated under the same terms and conditions.

Further testing

If the work of remedying of any Defect or damage may affect the performance of
the Works, the EIC / EIC CLIENT may require the repetition of any of the tests
described in the Contract. The requirement shall be made by notice within 28
Days after the Defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and Cost of the Party liable, under ACC Sub-Clause No. 105 [Cost of Remedying Defects], for the Cost of the remedial work.

**Delay in Testing**

If the Tests on Completion are being unduly delayed by the Developer/Bidder, the EIC / EIC CLIENT may by notice require the Developer/Bidder to carry out the Tests within 21 Days after receiving the notice. The Developer/Bidder shall carry out the Tests on such day or Days within that period as the Developer/Bidder may fix and of which he shall give notice to the Procuring Entity. The agency for testing shall be approved by the Procuring Entity. It shall be witnessed by the EIC, EIC CLIENT.

If the Developer/Bidder fails to carry out the Tests on Completion within the period of 21 Days, the Employer’s Personnel may proceed with the Tests at the risk and Cost of the Developer/Bidder. The Tests on Completion shall then be deemed to have been carried out in the presence of the Developer/Bidder and the results of the Tests shall be accepted as accurate.

**Cost of Samples**

All samples shall be supplied by the Developer/Bidder at his own Cost if the supply thereof is clearly intended by or provided for in the Contract.

**Costs of Tests**

The Cost of making any test shall be borne by the Developer/Bidder if such test is:

i. clearly intended by or provided for in the Contract, or

ii. particularized in the Contract (In case only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, the non-destructive tests etc.) in sufficient detail to enable the Developer/Bidder to price or allow for the same in his Tender.

**Costs of Tests not provided for**

If any test required by the EIC / EIC CLIENT which is:

i. not so intended by or provided for;

ii. (in the cases above mentioned) not so particularized, or

iii. (though so intended or provided for) required by the EIC / EIC CLIENT to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the Materials or Plant tested, shows the Materials,
Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the EIC / EIC CLIENT, then the Cost of such test shall be borne by the Developer/Bidder.

**Failure to Pass Tests on Completion**

If the Works, or a Section, fail to pass the Tests on Completion repeated under ACC Sub-Clause 24 (G) [Re-Testing on failure], the EIC / EIC CLIENT shall be entitled to:

i. order further repetition of Tests on Completion and to direct the developer/Bidder to strengthen / remedy the works enabling it to pass the tests,

ii. if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in ACC sub-paragraph (iii) of ACC Sub-Clause 107 [Failure to Remedy Defects]; or

iii. deny the issue a taking over certificate, if the Developer / Bidder so requests

In the event of sub-para. iii. , either the works shall be rejected or it will be accepted at a reduced rate in proportion to the strength/durability of the Work with respect to a Work executed satisfying the specifications. Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. However, if the tests reflect the incapacity of the structure or its component’s failure to bear the loads or limit the durability or the design life, the works shall have to be dismantled and reconstructed. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued. or (ii) determined and paid.

The Developer/Bidder shall proceed in accordance with all other obligations under the Contract.

**Rejection**

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be Defective or otherwise not in accordance with the Contract, the EIC / EIC CLIENT may reject the Plant, Materials or workmanship by giving notice to the Developer/Bidder, with reasons. The Developer/Bidder shall then promptly make good the Defect and ensure that the remedied item complies with the Contract.

If the EIC / EIC CLIENT requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional Costs, the Developer/Bidder shall subject to ACC Sub-Clause 53 [Employer’s Claims] pay these Costs to the Employer by deduction from any payment immediately due to the Developer / Bidder.
### Remedial Work

Notwithstanding any previous test or certification, the EIC / EIC CLIENT may instruct the Developer/Bidder to:

i. remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,

ii. remove and re-execute any other work which is not in accordance with the Contract, and

iii. execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise. The Developer/Bidder shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (iii).

If the Developer/Bidder fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Developer/Bidder would have been entitled to payment for the work, the Developer/Bidder shall subject to ACC sub-Clause 53[Employer’s Claims] pay to the Employer all Costs arising from this failure.

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<td><strong>NO COMPENSATION FOR FORECLOSURE/CANCELLATION/ REDUCTION OF WORKS</strong></td>
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Clause no 58.0 of GCC is amended to the extent as stated under

**Foreclosuer of Contract due to abandonment or reduction in scope of work**

If at any time after acceptance of the Tender Government shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Developer/Bidder and the Developer/Bidder shall act accordingly in the matter. The Developer/Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works. The Developer/Bidder shall be paid at Contract rates for Works executed as per contract specifications at Site only.

**Cancellation of Contract in full or part**

If the Developer/Bidder:

i. at any time makes default in proceeding with the Works or any part of the work with due diligence and continues to do so after a notice in writing of 15 Days from the EIC /EIC CLIENT; or

ii. Commits default to comply with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 15 Days after a notice in writing is given to him in that behalf by the EIC /EIC CLIENT; or
iii. Fails to complete the Works or items of work with individual dates of completion, on or before the 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;

iv. Shall offer or give or agree to give to any person in Government 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 act in relation to the obtaining or execution of this or any other Contract for Government;

v. Shall enter into a Contract with Government 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 Accepting Authority/Engineer-in-Charge;

vi. Shall obtain a Contract with Government as a result of wrong Tendering or other non-bona fide methods of competitive Tendering; or

vii. Being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

viii. 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;

ix. Shall suffer an execution being levied on his works and allow it to be continued for a period of 21 Days;

x. Assigns, transfers, sublets (engagement of labour and a piece-work basis or of 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 the prior written approval of the Competent Authority;

The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government, by a 30 day notice in writing to cancel the Contract as whole or only such items of work in default from the Contract.
The EIC /EIC CLIENT shall on such cancellation by the Competent Authority have powers to:

i. Take possession of the Site and any Materials, constructional plant, implements, stores, etc., thereon; and/or

ii. Carry out the incomplete work by any means at the risk and Cost of the Developer/Bidder.

On cancellation of the Contract in full or in part, the EIC /EIC CLIENT shall determine what amount, if any, is recoverable from the Developer/Bidder for completion of the Works or part of the Works or in case the Works or part of the Works is not to be completed, the loss of damage suffered by Government. In determining the amount, credit shall be given to the Developer/Bidder for the value of the work executed by him up to the time of cancellation, the value of Developer/Bidder's Materials taken over and incorporated in the work and use of plant and machinery belonging to the Developer/Bidder.

Any excess expenditure incurred or to be incurred by Government in completing the Works or part of the Works or the excess loss’s or damages suffered or which may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in Law be recovered from any moneys due to the Developer/Bidder on any account, and if such moneys are not sufficient the Developer/Bidder shall be called upon in writing and shall be liable to pay the same within 30 Days.

If the Developer/Bidder fails to pay the required sum within the aforesaid period of 30 Days the EIC /EIC CLIENT shall have the right to sell any or all of the Developer/Bidders unused Materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Developer/Bidder under the Contract and if thereafter there be any balance is outstanding from the Developer/Bidder, it shall be recovered in accordance with the provisions of the Contract.

Any sums in excess of the amounts due to Government and unsold Materials, constructional plant, etc., shall be returned to the Developer/Bidder, provided always that if Cost or anticipated Cost of completion by Government of the Works or part of the Works is less than the amount which the Developer/Bidder would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Developer/Bidder.

**26** 66.0 MATERIALS OBTAINED FROM DISMANTLEMENT TO BE OWNER’S PROPERTY

Clause no 66.0 of GCC is amended to the extent as stated under

**Dismantled Material**

The Developer/Bidder shall treat all useful or reusable Materials obtained during dismantling of an existing structure, excavation of the Site for a work, etc. as Government’s property and such Materials shall be handed over to the EIC,ULB/
**ULB Engineer. Non-usable materials shall be disposed of / dumped as directed by the ULB Engineer.**

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### GGC 69.0 CLAUSE FOR ALTERATION IN SPECIFICATION, DESIGN & DRAWING DELETED AS NOT APPLICABLE. HOWEVER,

**Variation in case of emergency**

**Variations:** are orders issued by the Procurement Authority to vary the work. The variation (increase or decrease) up to 50% may occur in the number of houses to be constructed.

Notwithstanding the obligation, as set out above, to obtain approval if, in the opinion of the EIC CLIENT/ULB Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Developer/Bidder of any of his duties and responsibility under the Contract, may instruct the Developer/Bidder to execute all such work or to do all such things as may in the opinion of the EIC / EIC CLIENT, be necessary to abate or reduce the risk. The Developer/Bidder shall forth with comply, despite the absence of approval of the Employer, with any such instruction of the EIC / EIC CLIENT / ULB Engineer. The EIC / EIC CLIENT shall determine an addition to the Contract Price, in respect of such instruction, in accordance with ACC sub-Clause 115 [Right to vary] and shall notify the Developer/Bidder accordingly, with a copy to the employer.

#### Variation Procedure

If the EIC / EIC CLIENT requests a proposal, prior to instructing a Variation, the Developer/Bidder shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

i. a description of the proposed work to be performed and a programme for its execution,

ii. the Developer/Bidder’s proposal for any necessary modifications to the programme according to ACC Sub-Clause 43(B) [Programme] and to the Time for Completion, and

iii. The Developer/Bidder’s proposal for evaluation of time for the Variation.

iv. The EIC / EIC CLIENT shall, as soon as practicable after receiving such proposal (under ACC Sub-Clause 117 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Developer/Bidder shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Procuring Entity to the Developer/Bidder, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Section 11 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.
**COMPENSATION FOR DELAY AND REMEDIES**

Clause no 72.1 of GCC is amended to the extent as stated under:

In case the developer fails to construct EWS/LIG housing units as per milestone, penalty shall be imposed as follows:

For each package: Rs 5 lac to be withheld for failure to achieve milestone. This will be waived off if the milestone is reached with the next milestone (both milestones reached within the next milestone. otherwise credited to the Escrow account).

In case the developer fails to construct EWS/LIG housing units within the stipulated time, penalty shall be imposed as follows:

Compensation for delay of work at 0.5% (zero point five) per month of delay to be computed on per day basis.

i. For first three months Rs.50/- per sq.ft.
ii. For next three months Rs.100/- per sq.ft.
iii. For next six months Rs.200/- per sq.ft.

In case the construction is not completed even after six months after the stipulated time, the State Government may extend the period by another six months with charging penalty @ Rs. 200/- per sq.ft. After the expiry of extended time in case developer fails to complete the project, the Local Authority shall take over the project and get the remaining work completed and the incentives of TDR etc. shall be withdrawn. In case EWS/LIG components are not completed within the extended time period by private developers, sanction of the building plans of the complete project including the main project in case of split location, shall stand cancelled.

Maximum amount of liquidated damages to be paid under this clause shall not exceed 10% of contract value.

**Compensation for Delay (Liquidated Damage)**

Shall be a Maximum 10% of contract value.

If the Developer/Bidder fails to maintain the required progress in terms of Clause 7.4 [Extension of Time for Completion] or 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 Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Procuring Entity (whose decision in writing shall be final and binding) may decide on the amount of Tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in ACC Sub-Clause 31(E)[Extension of Time for Completion] 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.

Compensation for delay of work at 0.5% (zero point five) per month of delay to be computed on per day basis 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 or the Tendered value of the item or group of items of work for which a separate period of completion is originally given. A notice for termination by the Employer may also be issued concurrently if there is no expedited progress in the first two months of the compensation being levied.

The amount of compensation may be adjusted or set off against any sum payable to the Developer/Bidder under this or any Contract with the PE. In case, the Developer/Bidder does not achieve a particular milestone mentioned in or the rescheduled milestone(s) in terms of ACC Sub-Clause31(G), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time.

Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the Developer/Bidder. However, if the Developer/Bidder catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the Developer/Bidder fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequent also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

If the contract is completed in the original timeline as agreed upon in the contract, then the Liquidated Damages so imposed for delays of intermediate milestones will be released.

**CANCELLATION / DETERMINATION OF CONTRACT IN FULL OR PART**

Clause no 72.2 of GCC is amended to the extent as stated under:

**Termination by CLIENT/Govt. of Rajasthan**

**Notice to Correct:**

If the Developer/Developer/Bidder fails to carry out any obligation under the Contract, the CLIENT EIC may by notice require the Developer/Bidder to make good the failure and to remedy it within a specified reasonable time The Employer shall be entitled to terminate the Contract if the Developer/Bidder:

i. fails to comply with sub head [Performance Security]

ii. abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,

iii. without reasonable excuse fails:

   a) to proceed with the Works in accordance with Section VII(Commencement,
Delays and Suspension], or

b) to comply with a notice issued under ACC Sub-Clause 24(N) [Rejection ] or ACC Sub-Clause 24(O) [Remedial Work ], within 28 Days after receiving it,

iv. subcontracts the whole of the Works or assigns the

Contract without the required agreement,

v. becomes Bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or

vi. gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

(a) for doing or forbearing to do any action in relation to the Contract, or

vi. for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or if any of the Developer/Bidder’s Personnel, agents or Sub-Developer/Bidders gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, Lawful inducements and rewards to Developer/Bidder’s Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 Days’ notice to the Developer/Bidder, terminate the Contract and expel the Developer/Bidder from the Site. However, in the case of sub-paragraph (v) or (vi), the Employer may by notice terminate the Contract immediately.

The Employer’s election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Developer/Bidder shall then leave the Site and deliver any required Works, all Developer/Bidder’s Documents, and other design documents made by or for him, to the Engineer-in-charge. However, the Developer/Bidder shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Works, Developer/Bidder’s Documents and other design documents made by or on behalf of the Developer/Bidder.

The Employer shall then give notice that the Developer/Bidder’s Equipment and Temporary Works will be released to the Developer/Bidder at or near the Site. The Developer/Bidder shall promptly arrange their removal, at the risk and Cost of the Developer/Bidder. However, if by this time the Developer/Bidder has failed to make a payment due to the Employer, these items may be sold by the Employer.
in order to recover this payment. Any balance of the proceeds shall then be paid to the Developer/Bidder.

**Valuation at the date of termination:**

As soon as practicable after a notice of termination under ACC Sub-Clause 29(A) [Termination by Employer] has taken effect, the EIC / EIC CLIENT shall proceed in accordance with relevant clause of contract of General Conditions to agree or determine the value of the Works, Works and Developer/Bidder’s Documents, and any other sums due to the Developer/Bidder for work executed in accordance with the Contract.

**Payment after Termination**

After a notice of termination under ACC sub-Clause 29(A) [Termination by Employer] has taken effect, the Employer may:

- i. proceed in accordance with ACC Sub-Clause 53 [Employer’s Claims],
- ii. withhold further payments to the Developer/Bidder until the Costs of execution, completion and remedying of any Defects, damages for delay in completion (if any), and all other Costs incurred by the Employer, have been established, and/or
- iii. recover from the Developer/Bidder any losses and damages incurred by the Employer and any extra Costs of completing the Works, after allowing for any sum due to the Developer/Bidder under ACC Sub-Clause 29(A) [Termination by Employer]. After recovering any such losses, damages and extra Costs, the Employer shall pay any balance to the Developer/Bidder.

**CLIENT/Govt.’s Entitlement to Termination for Convenience**

If, at any time after the commencement of the work, the Government shall, for any reason, whatsoever, not require the whole work, or a part thereof, as specified in the tender, to be carried out, the EIC / EIC CLIENT shall give notice, in writing, of the fact to the Developer/Bidder, who shall have no claim to any payment or compensation, whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Neither shall he have any claim for compensation by reason of alterations having been made in the original specifications, drawings and design and instructions, which shall involve any curtailment of the work, as originally contemplated.

**Termination of Contract in case of Imprisonment of Developer/Bidder**

If the Developer/Bidder is imprisoned, becomes insolvent compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a company or corporations goes into liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstitution the Department shall be at liberty:
### F

i. To give such liquidator, receiver, or other person in whom the Contract may become vested the option of carrying out the Contract or a portion thereof to be determined by the Department, subject to his providing an appropriate guarantee for the performance of such Developer/Bidder.

ii. To terminate the Contract, forthwith by notice in writing to the Developer/Bidder, the liquidator, the receiver or person in whom the Contract may become vested and take further action as provided in the relevant Clauses of the Contract.

#### Termination of Contract on death of Developer/Bidder

Without prejudice to any of the rights or remedies under this Contract if the Developer/Bidder dies, the Procuring Entity on behalf of the Governor of Rajasthan shall have the option of terminating the Contract without compensation to the Developer/Bidder after the affidavit of his/their legal heir/heirs that they are not going to be in this profession in future.

#### Payment on Termination

After a notice of termination undersub-head 29(A) [Termination] has taken effect, the Employer shall promptly:

i. return the Performance Security to the Developer/Bidder, after recovering the sums due, compensations, liquidated damages levied, withholding adequate money to rectify the defective work, insurance, claims of labour, sub-Bidder etc. as decided by the Employer.

ii. pay the Developer/Bidder in accordance with ACC Sub-Clause 29(C) [Payment after Termination] and

### G

#### Corrupt or Fraudulent Practices

If the EIC / EIC CLIENT/Govt. determines that the Developer/Bidder has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 Days, notice to the Developer/Bidder, terminate the Developer/Bidder’s employment under the Contract and expel him from the Site, and the provisions of ACC Sub Clause 29(A) shall apply as if such expulsion had been made under ACC Sub-Clause 29(A) [Termination by Employer]. Should any employee of the Developer/Bidder be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with ACC Sub-Clause 16(B) [Developer/Bidder’s Personnel]. For the purposes of this Sub-Clause:

i. “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in the Contract execution;

ii. “fraudulent practice” means a misrepresentation or omission off acts in order to influence a procurement process or the execution of the Contract;
iii. "collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels;

iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a Contract.

When Contract can determined/ Rescinded

Subject to the other provisions contained in this Clause the EIC may, without prejudice to his any other rights or remedy against the Developer/Bidder in respect of any delay, inferior workmanship, non-acceptable test results, non-durable construction or any other 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 Developer/Bidder having been given by the Procuring Entity 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-workmanship like manner shall omit to comply with the requirement of such notice for a period of seven Days thereof.

ii) If the Developer/Bidder being a company shall pass a resolution to the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the Developer/Bidder 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 EIC (which shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so after a notice in writing of seven Days from the EIC.

iv) If the Developer/Bidder fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulate, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing on that behalf by the EIC.

v) the Developer/Bidder 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 on that behalf by the EIC.

vi) If the Developer/Bidder commits any acts mentioned in the relevant clause of contract.[Action in case of insolvency.]

vii) If the work is not started by the Developer/Bidder within 1/8th of the
stipulate time subject to maximum of 45 Days.

When the Developer/Bidder has made himself liable for action under any of the cases aforesaid, the EIC shall have the powers:

i) To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Developer/Bidder under the hand of EIC shall be conclusive evidence). Upon such determination or rescission the security Deposit already recovered and Performance Guarantee (BG) under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer/Government.

ii) To levy 10% compensation and employ another developer/ Bidder to carry out the balance work or any part of the work, debiting the original Developer/Bidder with the difference of cost and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it has been carried out by the Developer/Bidder under the terms of this contract. The certificate of the EIC, as to the value of the work done, shall be final and conclusive evidence against the Developer/Bidder provided always that action under the sub clause shall only be taken after giving notice in writing to the Developer/Bidder. Provided also that if the expense incurred by the Procuring Entity is less than the amount payable to the Developer/Bidder at his agreement rates, the difference shall not be paid to the Developer/Bidder.

iii) After giving notice to the Developer/Bidder to measure up the work of the Developer/Bidder and to take such part thereof, as shall be unexpected out of his hands and to give it to another Developer/Bidder to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Developer/Bidder, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the EIC shall be final and conclusive shall be borne and paid by the original Developer/Bidder and may be deducted from any money due to him by the government under this contract or any other account, whatsoever, or from his Earnest Money, Performance Security or the Enlistment security or the proceeds of sale thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the Engineer in charge the Developer/Bidder 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 advances on account or with a view to the execution of the work or the performance of contract.

In case action is taken under any of the aforesaid provisions, the Developer/Bidder shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer in charge has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In case, the work cannot be started due to reasons not within the control of the Developer/Bidder and or the Procuring Entity as decided by Procuring Entity within 1/8 of the stipulated time for completion of work, EIC may close the Contract. In such eventuality, The Bid security and Performance Guarantee of the
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<th><strong>CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN</strong></th>
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<td>Clause no 72.3 of GCC is amended to the extent as stated under:</td>
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<td><strong>Developer/Bidder liable to pay compensation even if action not taken under Clause 29(i)</strong></td>
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<td>In any case in which the powers conferred upon the Procuring Entity by Clause 29(i) [When Contract can be determined/rescinded] thereof, shall have become exercisable and the same are not exercised, the no exercise 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 Developer/Bidder and the liability of the Developer/Bidder for compensation shall remain unaffected. In the event of the EIC putting in force all or any of the powers vested in him under the preceding Clause he may, if he so desires after giving a notice in writing to the Developer/Bidder, take possession of (or at the sole discretion of the Procuring Entity which shall be final and binding on the Developer/Bidder), any plant, material and stores, in or upon the Works, or the Site thereof belonging to the Developer/Bidder or procured by the Developer/Bidder and intended to be used for 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 EIC whose certificate thereof shall be final and binding on the Developer/Bidder. The developer/Bidder shall remove such tools, Plants, Materials or stores from the premises (within a time to be specified in such notice) in the event of the Developer/Bidder failing to comply with any such requisition, the EIC may remove them at the developer/Bidders expense or sell them by auction or private sale on account of the Developer/Bidder and his risk in all respects and the certificate of the EIC 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 Developer/Bidder.</td>
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<th><strong>TIME ESSENCE OF CONTRACT &amp; EXTENSION FOR DELAY</strong></th>
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<td>Clause no 72.4 of GCC is amended to the extent as stated under:</td>
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<td><strong>Commencement of Works</strong></td>
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<td>Except otherwise specified in the Particular Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the EIC’s instruction recording the agreement of both Parties on such fulfillment and instructing to commence the Work is received by the Developer/Bidder:</td>
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<td>I. Signature on the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Govt.; confirmation of the performance BG submitted by the Developer / Bidder.</td>
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<td>II. Delivery to the Developer/Bidder of reasonable evidence of the Procuring</td>
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Entity’s Financial arrangements, i.e; availability of liquid funds for the first two stages of completion.

III. Except if otherwise specified in the Contract Data, and possession of the Site given to the Developer/Bidder together with such permission(s) under [Compliance with Laws – General Conditions] as required for the commencement of the Works;

IV. If the said EIC / EIC CLIENT’s instruction is not received by the Developer/Bidder within 45 Days from his receipt of the Letter of Acceptance, the Developer/Bidder shall be entitled to issue a notice to the Employer for termination of the Contract by the Employer. The Contract shall be treated as terminated after 30 days from the date of issue of such notice.

The Developer/Bidder shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works as per specifications with due expedition and without delay.

**COMMENCEMENT /START DATE**

It is the Date on which the physical execution of work actually commences at the site by the Developer/Bidder. It should be recorded by the EIC along with the stipulated date of commencement as per Contract, duly acknowledged by the Developer /Bidder. It is to appear on all bills for payment. The Developer/Bidder shall commence the Works as soon as is reasonably possible after signing of the Contract, submission of the Performance Guarantee, taking over of 60% of the site, receipt by him of 30 day’s notice (to proceed with the works) to this effect from the EIC. This notice shall be issued within 7 days of the date of the issue of Letter of Acceptance. Thereafter, the Developer/Bidder shall proceed with the Works with due expedition, professionalism and without delay.

**Work is to be completed as per milestones given in the earlier paras.**

(a) Completion certificate of the main project or developers own project shall be issued in proportion to the completion of EWS/LIG houses.

(b) If the developer completes construction of EWS/LIG houses within the scheduled period without getting any extension, the developer will get extra incentive of 0.10 FAR (equivalent to 10% of plot area used for EWS/LIG. component) without betterment levy in the projects developed under any Chief Minister’s Jan Awas Yojana-2015 36 provision except provision 1A and this can be given as TDR after obtaining completion certificate from the nodal agency/local authority.

(c) The period of completion shall be counted from the date of final release of approved Building Plans by the EIC / Urban Local Authority.

**Time for Completion, intended completion date**

The Developer/Bidder shall complete the whole of the Works, and each Section (if
Additional Conditions of Contract
Engineering Projects (India) Limited

EXTENSION OF TIME FOR COMPLETION

The Developer/Bidder shall be entitled subject to ACC Sub-Clause 31(J) [Developer/Bidder’s Claims] to an extension of the Time as per technical parameters, for Completion if and to the extent that completion for the purposes of ACC Sub-Clause 110 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

i) a Variation (unless an adjustment to the Time for Completion has been agreed under ACC Sub-Clause 27(b) [Variation Procedure] or other substantial change in the quantity (measurable payment unit) of work included in the Contract. This variation can be increase or decrease in time depending upon the variation in the scope of works.

ii) a cause of delay giving an entitlement to extension of time under a Clause of these Conditions,

iii) exceptionally adverse climatic conditions like force majeure,

iv) any delay, impediment or prevention caused by or attributable to the Employer, the Employer’s Personnel, or the Employer’s other Developer/Bidders.

If the Developer/Bidder considers himself to be entitled to an extension of the Time for Completion, the Developer/Bidder shall give notice to the EIC in accordance with ACC sub-Clause 31(J) [Developer/Bidder’s Claims]. When determining each extension of time under ACC Clause 31(J), the EIC shall review previous determinations and may increase/ decrease as per change in the scope of work, the total extension of time.

NOTICE FOR DELAY BEYOND CONTROL

If the work(s) be delayed by:

i) Force majeure

ii) Serious loss or damage by fire

iii) Civil commotion, local

iv) Delay on the part of other Developer/Bidders or tradesmen engaged by the EIC / EIC CLIENT in executing work not forming part of the Contract

any), within the Time for Completion as indicated in the technical parameters for the Packages, Works or Section (as the case may be), including:

i. achieving the passing of the Tests on Completion, and compliance to all NCR’s issued by the Third party Quality Inspection Agency.

ii. Completing all work which as stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under ACC Sub-Clause 110 [Taking Over of the Works and Sections].
v) Any other cause which, in the absolute discretion of the EIC / HOD CLIENT is beyond the Developer/Bidders control.

Then upon the happening of any such event causing delay, the Developer/Bidder shall immediately give notice thereof in writing to the availability of but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the EIC / EIC CLIENT to proceed with the Works.

RESCHEDULING MILE STONES

i) Request for the rescheduling of milestones and extension of time to be eligible for consideration shall be made by the Developer/Bidder in writing within fourteen Days of the happening of the hindering event causing delay but before actual date of completion, on the prescribed form. The Developer/Bidder may also, if practicable, indicate in such a request the period for which extension is desired.

ii) In any such case the EIC / HOD CLIENT may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Developer/Bidder by the EIC / EIC CLIENT in writing, within 15 days of the date of receipt of such request. Non application by the Developer/Bidder for extension of time shall not be a bar for giving a fair and reasonable extension by the EIC / HOD CLIENT and this shall be binding on the Developer/Bidder.

DELAYS CAUSED BY AUTHORITIES

If the following conditions apply, namely:

i. the Developer/Bidder has diligently followed the procedures laid down by the relevant legally constituted public authorities in the State,

ii. these authorities delay or disrupt the Developer/Bidder’s work, and

iii. the delay or disruption was Unforeseeable,

Then this delay or disruption will be considered as a cause of delay under ACC Sub-Clause 13(E) [Extension of Time for Completion]

SUBSTANTIAL/VIRTUAL AND FINAL COMPLETION

Substantial / Virtual completion means the completion of works to an usable stage after commissioning and successfully passing the specified tests on completion.

Final completion means all works usable, completion / structural safety certificate issued, all services connected and functional/operational, as built drawings/designs, final statement submitted, occupancy permit issued by the Jodhpur Development Authority, etc.

Developer/ Bidder’s claims on extension of time
Since it is and EPC contract, No claims for extra work are admissible.

The notice shall be given as soon as practicable, and not later than 30 Days after the Developer/Bidder became aware, or should have become aware, of the event or circumstance.

If the Developer/Bidder fails to give notice of a claim within such period of 30 Days, the Time for Completion shall not be extended, the Developer/Bidder shall not be entitled to additional time, and the EIC / EIC CLIENT/Govt. shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

The developer/Developer/Bidder shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Developer/Bidder shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the EIC, Without admitting the Employer’s liability, the EIC may, after receiving any notice under this Clause, monitor the record-keeping and/or instruct the Developer/Bidder to keep further contemporary records . The developer/Developer/Bidder shall permit the EIC to inspect all these records, and shall (if instructed) submit copies to the EIC.

Within 28 Days after the Developer/Bidder became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Developer/Bidder and approved by the EIC, the Developer/Bidder shall send to the EIC a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time claimed. If the event or circumstance giving rise to the claim has a continuing effect:

i. this fully detailed claim shall be considered as interim;

ii. the Developer/Bidder shall send further interim claims at monthly intervals, giving the accumulated delay claimed, and such further particulars as the EIC may reasonably require; and

iii. the Developer/Bidder shall send a final claim within 28 Days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Developer/Bidder and approved by the EIC.

Within 28 Days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the EIC and agreed by the Developer/Bidder, the EIC shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 28 Days, the EIC / EIC CLIENT shall proceed
in accordance with dispute resolving mechanism to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with ACC sub- Clause 31(E) [Extension of Time for Completion], to which the Developer/Bidder is entitled under the Contract.

If the EIC does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the EIC and any of the Parties may refer to the Dispute resolution in accordance with ACC Sub-Clause 31(J) [Developer/Bidder’s Claims].

The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Developer/Bidder fails to comply with this or another Clause in relation to any claim, any extension of time shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.

### Delays in issuing Drawings or instructions.

The Developer/Bidder shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted or if any necessary approval or instruction due to be issued by the procurement Entity is not issued to the Developer/Bidder within a particular time, which shall be reasonable. The notice shall include details of the necessary approval or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late. If the Developer/Bidder suffers delay for any approval or instruction within a time which is reasonable and is specified in the notice with supporting details, the Developer/Bidder shall give a further notice to the Engineer and shall be entitled subject to Clause 31(J) [Developer/Bidder’s Claims] to:

- An extension of time for any such delay, if completion is or will delayed

After receiving this further notice, the EIC shall proceed to agree or determine these matters.

a) However, if and to the extent that the EIC’s failure was caused by any error or delay by the Developer/Bidder, including an error in, or delay in the submission of, any of the Developer/Bidder’s Documents, the Developer/Bidder shall not be entitled to such extension of time.

b) However, if and to the extent that the Bidder’s failure was caused by any error or delay by the EIC, including an error in, or delay in the submission of, any of the Contract Documents, the Developer/Bidder shall immediately issue due notice to the Procuring Entity for urgent attention.

Since it is a EPC contract, all design and detailed working drawings are to be issued by the developer/ Bidder and these are to be approved by the EIC & EIC CLIENT / HOD. Incase these are delayed by the bidder/developer, the delay will be to his account.

In case the drawings so issued by the Bidder/developer are inadequate or incomplete / incorrect requiring more time for detailing, this delay shall also be counted to the bidder/developer’s account.
Any executions/constructions executed with incorrect or inadequate drawings, designs or specifications shall be treated as Bidder’s fault and shall have to be dismantled and redone at Bidder’s cost. The consequent delays shall be attributable to the Bidder/developer.

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<thead>
<tr>
<th>32</th>
<th>74.0</th>
<th><strong>DEFECT LIABILITY &amp; MAINTENANCE PERIOD</strong></th>
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<td>Clause no 74.0 of GCC is amended to the extent as stated under:</td>
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<td><strong>The Defect Liability Period will be 12 months from the date of handing over of all Buildings and internal development works completed /operational in all respects as accepted by the Secretary Jodhpur Development Authority, Jodhpur, and must be mentioned in the agreement.</strong></td>
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<td><strong>Maintenance period – it shall be 12 months after the expiry of the defect liability period.</strong> The Contractual Maintenance Period is the period for which the Developer /Bidder shall maintain the executed project beyond the Defect Liability Period.</td>
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<td><strong>Defects Notification Period</strong> means the period for notifying Defects in the Works or a Section (as the case may be) under Sub-Clause Completion of Outstanding Work and Remedying Defects, which extends over twelve Months except if otherwise stated in the Contract Data (with any extension under ACC Sub-Clause106 [Extension of Defects Notification of outstanding Period], calculated from the date on which the Works or Section is completed as certified under ACC Sub-Clause110 [Taking Over of the Works and Sections].</td>
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<tr>
<th>33</th>
<th>75.0</th>
<th><strong>FORCE MAJEURE</strong></th>
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<td>Clause no 75.0 of GCC is amended to the extent as stated under:</td>
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<td><strong>Definition of Force Majeure</strong></td>
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<td>In this Clause, Force Majeure means an exceptional event or circumstance:</td>
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<td>i. which is beyond a Party’s control,</td>
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<td>ii. which such Party could not reasonably have provided against before entering into the Contract,</td>
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<td>iii. which, having arisen, such Party could not reasonably have avoided or overcome, and which is not substantially attributable to the other Party.</td>
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<td>iv. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv)above are satisfied:</td>
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<td>vi. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,</td>
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vii. rebellion, terrorism, sabotage by persons other than the Developer/Bidder’s Personnel, revolution, insurrection, military or usurped power, or civil war,

viii. riot, commotion, disorder, strike or lockout by persons other than the Developer/Bidder’s Personnel,

ix. munitions of war, explosive Materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Developer/Bidder’s use of such munitions, explosives, radiation or radio-activity, and ex. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

x. Any act of God beyond the control of either party.

**Notice of Force Majeure**

If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 Days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

**Duty to Minimize Delay on A/c of Force majeure**

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**Consequences of Force Majeure**

If the Developer/Bidder is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under ACC sub- Clause 33 (B) [Notice of Force Majeure ], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Developer/Bidder shall be entitled subject to ACC Sub-Clause 31 (J) [Developer/Bidder's Claims ] to:

i. an extension of time for any such delay, if completion is or will be delayed, under ACC Sub-Clause 31 (E) [Extension of Time for Completion ], and

ii. if the event or circumstance is of the kind described in ACC Sub-Clause 33(A) [Definition of Force Majeure] and, in the case of sub-paragraphs (ii) to(iv), occurs in the Country, payment of any such Cost, including the Costs of rectifying or replacing the Works and/or Works damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in ACC Sub-Clause 15(B) [ Insurance for Works and Developer/Bidder’s Equipment ].

After receiving this notice, the EIC / EIC CLIENT shall proceed in accordance with relevant clauses of contract to agree or determine these matters.
### Force-Majeure affecting Sub-Developer/ sub-Bidder

If any Sub-Developer/Sub-Bidder is entitled under any Contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Developer/Bidder’s non-performance or entitle him to relief under this Clause.

### Termination due to long period of force majeure, payment and release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 Days by reason of Force Majeure of which notice has been given under ACC Sub-Clause 33(B) [Notice of Force Majeure], or for multiple periods which total more than 140 Days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 Days after the notice period expires, and the Developer/Bidder shall proceed in accordance with ACC Sub-Clause 135 [Cessation of Work and Removal of Developer/Bidder’s Equipment].

Upon such termination, the EIC / EIC CLIENT shall determine the value of the work done and issue a Payment Certificate which shall include:

1. The amounts payable for any acceptable work carried out for which a price is stated in the Contract;

2. The costs or sums due against the Developer/Bidder on account of compensations, insurance or reconstruction of non-acceptable works shall be deducted from the amount due arrived at by the EIC / EIC CLIENT.

Any delay or failure of the performance of either party hereto shall not constitute default hereunder to give rise to any claims for damages, if any to the Extent such delay or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation, compliance with any order or request of Government authorities/ Courts, acts of war, rebellions, sabotage fire, floods, illegal strikes, or riots (other than Bidder’s employees). Only extension of time shall be considered for Force Majeure conditions as accepted by EIC / EIC CLIENT. No adjustment in contract price shall be allowed for reasons of force majeure.

### ARBITRATION

GCC sub clause no. 76.1 and 76.3 of Arbitration clause no. 76.0 are amended as given below. Sub clause no. 76.2 will remain the same.

**76.1** Before resorting to arbitration as per the clause given below, the parties if they so agree may explore the possibility of conciliation as per the provisions of Part III of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. When such conciliation has failed, the
parties shall adopt the following procedure for arbitration:

i) Except where otherwise provided for in the contract, any disputes and differences relating to the meaning of the Specifications, Design, Drawing and Instructions herein before mentioned and as to the quality of workmanship or materials used in the work or as to any other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the Contract, Designs, Drawings, Specifications, Estimates, Instructions, or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the Sole Arbitrator appointed by the Chairman & Managing Director (CMD) of Engineering Projects (India) Limited (EPI) or any other person discharging the functions of CMD of EPI. The person approached for appointment as Arbitrator shall disclose in writing circumstances, in terms of Sub-Section (1) of Section (12) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 as follows:

a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of Twelve months. The Arbitrator shall be appointed within 30 days of the receipt of letter of invocation of arbitration duly satisfying the requirements of this clause.

ii) if the arbitrator so appointed resigns or is unable or unwilling to act due to any reason whatsoever, or dies, the Chairman & Managing Director aforesaid or in his absence the person discharging the duties of the CMD of EPI may appoint a new arbitrator in accordance with these terms and conditions of the contract, to act in his place and the new arbitrator so appointed may proceed from the stage at which it was left by his predecessor.

iii) It is a term of the contract that the party invoking the arbitration shall specify the dispute/differences or questions to be referred to the Arbitrator under this clause together with the amounts claimed in respect of each dispute.

iv) The Arbitrator may proceed with the arbitration ex-parte, if either party, in spite of a notice from the arbitrator, fails to take part in the proceedings.

v) The work under the contract shall continue as directed by the Engineer-In-
vi) Unless otherwise agreed, the venue of arbitration proceedings shall be at the
venue given in the ‘Memorandum’ to the “Form of Tender”.

vii) The award of the Arbitrator shall be final, conclusive and binding on both the
parties.

viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation
Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 or
any statutory modifications or re-enactment thereof and the Rules made the
reunder and for the time being in force shall apply to the arbitration proceedings
and Arbitrator shall publish his Award accordingly.

76.3 JURISDICTION:

The courts in Delhi/ New Delhi alone will have jurisdiction to deal with matters
arising from the contract.

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### QUALITY ASSURANCE PROGRAMME

Clause no 81.0 of GCC is amended to the extent as stated under:

#### Quality Control

*Since it is an engineering, procurement and construction (EPC) contract, EIC/ EIC Client/ Government shall have the right to exercise three tier Quality Control measures* by the Bidder’s engineers in the field laboratory set up by the Bidder at his cost containing the equipment as at under ACC sub clause 16, ii) by the EIC / EIC CLIENT and his assistants in the field lab and by the **third party quality assurance inspections** by Quality Council of India (GoI body) approved or accredited firms every 15 days as per ISO 17020. Acceptance or rejection of work shall be complete with the Third Party Quality inspections. The Developer/Bidder shall provide all assistance to conduct such inspections/control. The Work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith, shall be at the risk of the Developer/Bidder until the work has been delivered to the Employer through EIC / EIC CLIENT / ULB and a certificate from him to the effect has been obtained.

a) The Bidder’s Engineers shall conduct all specified pre-input and post output tests as per frequencies specified in the BIS/IRC or departmental codes. Items on which tests fail shall be brought to the knowledge of the EIC / EIC CLIENT and the work got redone with due acknowledgement by the EIC/ EIC CLIENT.

b) Similarly, the EIC / EIC CLIENT and his Engineers shall conduct 50% of the specified No. of tests and items of work on which the tests fail shall be undergone confirmatory tests by the Bidder’s Engineers and if the confirmatory tests also fail, the work shall be redone.
c) The Third Party Quality Assurance Agency inspecting works as per ISO 17020, shall conduct 10% of the specified tests in the presence of the Bidder’s and the EIC / EIC CLIENT Engineers and if the tests fail, confirmatory tests shall be conducted and on their failure the work shall be got redone. The Bidder’s and the EIC/ EIC CLIENT’s engineers shall sign the result sheets of the tests conducted at this stage.

d) The developer/Bidder’s Engineer shall strictly follow the quality assurance requirements as specified in the codes and shall consult EIC / EIC CLIENT and or the Third Party QA Agency for guidance that may be required.

e) No items of work shall be accepted with part/reduced rates.

**Quality Assurance Proof checking of designs and drawings.**

Since the project involves the safety of the users, the designs and drawings submitted by the Bidder for execution shall be prepared by an experienced graduate architect and the structural designs by an experienced graduate/post graduate Structural Engineer, subsoil investigations by a qualified materials engineer to the satisfaction of the HOD CLIENT, DLB.

All these shall be got proof checked by competent Engineers, Engineering firms/companies, MNIT Jaipur, Engg. Faculty of the University of Jodhpur, any IIT etc. in respect of the lowest successful bidder. The execution shall proceed only after such proof checked drawings and designs are submitted and approved by the EIC CLIENT, EIC and the ULB Engineer.

**Quality Assurance system**

The Developer/Bidder shall prepare a quality assurance plan and institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The systems hall be in accordance with the details stated in the IRC code for safety on work sites. The EIC / EIC CLIENT shall been titled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the EIC / EIC CLIENT for information before each design and execution stage is commenced. Whenever any document of a technical nature is issued to the EIC CLIENT, evidence of the prior approval by the Engineers /Designers of Developer/Bidder and of himself shall be apparent on the document itself. Compliance with the quality assurance system shall not relieve the Developer/Bidder of any of his duties, obligations or responsibilities under the Contract.

**Site Data**

The Employer shall have made available to the Developer/Bidder for his information, prior to the Date of commencement, all relevant data in the
Employer’s possession. The Employer shall similarly make available to the Developer/Bidder all such data which come into the Employer’s possession after the Date of commencement. The Developer/Bidder shall be responsible for interpreting, conformation/verification and adoption of all such data.

To the extent which was practicable (taking account of Cost and time), the Developer/Bidder himself shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the bid or Works. To the same extent, the Developer/Bidder shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the bid as to all relevant matters, including (without limitation):

i) The form and nature of the Site, including sub-surface conditions,

ii) The hydrological and climatic conditions,

iii) The extent and nature of the work and Works necessary for the execution and completion of the Works and the remedying of any Defects,

iv) The Laws, procedures and labour practices of the Country, and

v) The Developer/Bidder’s requirements for access, accommodation, facilities, personnel, power, transport, water and other services

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<th>36 A</th>
<th>84.0</th>
<th><strong>Contract Agreement</strong></th>
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<td>Clause no 84.0 of GCC is amended to the extent as stated under:</td>
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**Contract Agreement**

The Parties shall enter into a Contract Agreement within 15 Days after the Developer/Bidder receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The Costs of stamp duties and similar charges (if any) imposed by Law in connection with entry into the Contract Agreement shall be borne by the Developer/Bidder.

**Developer /Bidder’s Documents :**

The Developer / Bidder shall submit the following documents for approval to the EIC / EIC CLIENT within 30 days of the issue of letter of acceptance of Bid:

i) Topographic survey (total station traverse) of the site including levels on a 10 m grid.

ii) Soil Bearing Capacity testing along with soil characteristics.

iii) Location of Temporary bench marks and their reduced levels with respect to the nearest GTS Bench Mark.

iv) GAD of flats, layout plan of blocks and internal development.

v) Inter transportability of levels with the main urban service /road networks.
**vi)** Design of foundations with respect to the adopted safe bearing capacity.

**vii)** Structural design of the buildings and other structures.

**viii)** Proposed sources/ samples of construction materials (and water) along with supporting test results and samples.

**ix)** Proposed location of tube well, GWR, septic tanks, soakage pits, rainwater harvesting, DP.

**x)** Detailed working drawings structural, buildings, flats, blocks, roads & junctions, drainage, sanitary disposal, water/power supply, joinery, flooring, fire detection, alarm and fighting, rain water harvesting, Quality Assurance Plan, shuttering and scaffolding plans, construction site safety plans, Insurances, documents for compliance to labour laws, EIA, and its mitigation and monitoring. SIA and R&R proposals, etc. and specifications, to be provided after the approval to designs and drawings submitted above.

**xi)** Estimated quantities of the designed sections for checking during execution.

**xii)** BIS, IRC and other codes to be used on the works.

**xiii)** Manuals of operation of testing equipment.

**xiv)** Other documents as required shall be requested by the EIC, EIC CLIENT.

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**37 87.0**

**CHANGE IN FIRM’S CONSTITUTION TO BE INTIMATED**

Clause no 87.0 of GCC is amended to the extent as stated under:

**Changes in the firms constitution to be intimated /got approved**

Where the Developer/Bidder is a partnership firm, a company or a SPV of firms, the previous approval in writing of the EIC / HOD CLIENT shall be obtained before any change is made in the constitution of the firm / SPV. Where the Developer/Bidder is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Developer/Bidder enters into any partnership agreement where under the partnership firm would have the right to carry out the Works hereby undertaken by the Developer/Bidder. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of under relevant clause of contract [Work not to be sublet/ Action in case of insolvency] thereof and the same action may be taken and the same consequences shall ensue as provided in the said under relevant clause of contract [Work not to be sublet/ Action in case of insolvency]. The partners so approved shall be jointly and severally liable for the liabilities and completion of the contract.

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**38 88.0**

**COMPLIANCE WITH ISO PROCEDURES**

Clause no 88.0 of GCC is amended to the extent as stated under:

Provisions of EPI works manual & ISO along with its updated versions shall be applicable.

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**Other Additional clauses**

**39**

**Interpretations**

**Communications**:
Wherever these Conditions provide for the giving or issuing of approvals,
certificates, consents, determinations, notices, requests and discharges, these communications shall be:

   ii. in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and

   iii. Delivered, sent or transmitted to the address for the recipient's Communications as stated in the Contract Data. However:

        a) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly and

        b) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the EIC, a copy shall be sent to the HOD CLIENT or the other Party, as the case may be.

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BIS, IRC, other specifications and the Manual to be a part of the Contract.

The Developer / Bidder shall be furnished, free of Cost one signed copy of the Contract documents except the BIS, IRC standard Specifications, Schedule of Rates and such other printed and published documents, together with all Drawings as may be forming part of the Tender / Bid papers. None of these documents shall be used for any purpose other than that of this Contract. The Manual of Standards and Specifications provided shall be treated as a part of the contract.

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Discrepancies and adjustment of errors.

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed Drawings being followed in preference to small scale Drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the Schedule Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed:

- Description of the items in standard BIS or IRC specifications.
- Particular Specification and Special Condition, if any
- Drawings / Designs IRC / MORT&H Specification
- Indian Standard Specifications or the B.I.S
- Manual of standards and specifications as provided.

If there are varying or conflicting provisions made in any one document forming part of the Contract , the EIC/ HOD CLIENT, Procuring Entity / Employer shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Developer / Bidder.

Any error in description, quantity or rate in Schedule of Quantities or any omission
therefore shall not vitiate the Contract or release the Developer / Bidder from the execution of the whole or part of the works comprised therein according to Drawings and Specifications or form any or his obligations under the Contract.

42

**Developer/ Bidder’s Risks.**

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Developer/Bidder.

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**TIME AND PROGRESS ON MS PROJECT.**

As soon as possible after the Contract is signed the Developer/Bidder shall submit a time and progress chart on MS Project for each milestone and get it approved by the EIC & EIC CLIENT. The MS Project output should reflect the dependencies, resources, and the critical items on the critical path. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement and completion of various sections of the work and may be amended as necessary by agreement between the Procuring Entity and Developer/Bidder within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Developer/Bidder shall in all cases in which the time allowed for any work, exceeds one month complete the work as per milestone.

**Construction Program**

The Developer/Bidder shall submit a detailed time-progress program on MS Project to the EIC within 28 Days after receiving the notice under ACC sub-Clause 13(A) [Commencement of Works]. The Developer/Bidder shall also submit a revised program every month by the 7th. Each program shall include:

i. the order in which the Developer/Bidder intends to carry out the Works, including the anticipated timing of each stage of design (if any), Developer/Bidder’s Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, the execution of critical activities shall be prioritized.

ii. each of these stages for work by each Sub-Developer/Sub-Bidder the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

a) a general description of the methods which the Developer/Bidder intends to adopt, and of the major stages, in the execution of the Works, and

Unless the EIC, within 7 Days after receiving a program, gives notice to the Developer/Bidder stating the extent to which it does not comply with the Contract, the Developer/Bidder shall proceed in accordance with the program, subject to his other obligations under the Contract. The Employer’s Personnel shall be entitled to rely upon the program when planning their activities.

If, at any time, the EIC gives notice to the Developer/Bidder that a program fails
(to the extent stated) to comply with the Contract or to be consistent with actual progress and the Developer/Bidder’s stated intentions, the Developer/Bidder shall submit a revised program to the EIC in accordance with this Clause.

### Employers use of Developer/ Bidders documents

As between the Parties, the Developer/Bidder shall retain the copyright and other intellectual property rights in the Developer/Bidder’s Documents and other design documents made by (or on behalf of) the Developer/Bidder. The Developer/Bidder shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Developer/Bidder’s Documents for appropriate use, including making and using modifications of them. This license shall:

- apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,

- entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Developer/Bidder’s Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and in the case of Developer/Bidder’s Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Developer/Bidder.

- The Developer/Bidder’s Documents and other design documents made by (or on behalf of) the Developer/Bidder shall not, without the Developer/Bidder’s consent, be used, copied or communicated to a third Party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

- The Developer/Bidder shall get the as built drawings prepared and checked by the EIC and Engineer of the ULB and to be handed over along with the inventory on buildings and internal development works to the Employer/procuring Entity in 6 hard and two soft copies’.

### Proof checking of Designs and drawings

All Bidder/Developers designs, drawings shall be got proof checked by the MNIT / IIT / MBM

### Developer/ Bidder’s use of Employer’s Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Developer/Bidder may, at his Cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer’s consent, be copied, used or communicated to a third Party by the Developer/Bidder, except as necessary for the purposes of the Contract.
### Care and Supply of documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and 6 hard copies (and 2 soft copies) of each Design, Drawing shall be provided by the Developer/Bidder, out of which three copies shall be approved and marked fit for construction to the Developer/Bidder. Out of the five copies with the Employer, one each will be provided to EIC, EIC CLIENT, Independent Engineer, one shall be attached to the signed Contract and one kept as back up.

Each of the Developer/Bidder’s Documents shall be in the custody and care of the Developer/Bidder, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Developer/Bidder shall supply to the Engineer six copies of each of the Developer/Bidder’s Documents except the codes etc. to be provided in one copy only.

The Developer/Bidder shall keep, on the Site, a copy of the Contract, publications named in the Specification, original BIS / IRC codes, MSS and the Developer/Bidder’s Documents (if any), the plans of land, documents, Drawings and Variations and other communications given under the Contract. The Employer’s Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or Defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or Defect. The Bidder/developer shall promptly remedy the defect.

### Confidential Details

The Developer/Bidder s and the Employer s Personnel shall not disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation. Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Bidder to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Developer/Bidder shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

### Compliance With Laws

The Developer/Bidder shall, in performing the Contract, comply with applicable Laws of India, like Apprenticeship Act, 1961, Developer/Bidder’s Labour Regulations, Minimum Wages Act, Workmen’s Compensation Act, Safety Code, etc. Unless otherwise stated in the clauses to Contract:

The Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer; and the Employer shall indemnify and hold the Developer/Bidder. Harmless against and from the consequences of any failure to do so; and the
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The Developer/Bidder shall allow the Employer, EIC, Third Party Quality Inspection Agency, EIC CLIENT and any person authorized by the EIC, CLIENT access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where Materials or plant are being manufactured/ fabricated/ assembled for the Works. The site (minimum of 60%) for execution of the work will be made available within 30 days of the signing of the Contract. In case it is not possible for the department to make the entire site available on the award of the work, the Developer/Bidder shall arrange his working program accordingly. No claim, what so ever, for not giving the site in full on award of the work or forgiving the site gradually in parts will be tenable. The Developer/Bidder may satisfy himself regarding site, acquisition of land, approach roads etc.

| 51   | Permits, Licenses & Approvals |

The Employer shall provide, at the request of the Developer/Bidder, such reasonable assistances to allow the Developer/Bidder to obtain properly:

- Any permits, licenses or statutory or other approvals required which the Developer/Bidder is required to obtain, at his own cost.

| 52   | Employer’s Personnel |

The Employer shall be responsible for ensuring that the Employer’s Personnel and the Employer’s other Developer/Bidders on the Site. Co-operate with the Developer/Bidder’s efforts under ACC sub-Clause 65 [Co-operation], and take actions similar to those which the Developer/Bidder is required to take under ACC sub-Clause 66 [Safety Procedures] and under ACC sub-Clause 17 [Protection of the Environment].

| 53   | Employer’s claims |

If the employer considers himself to been titled to any payment under any clause of these conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or EIC shall give notice and particulars to the Developer/Bidder. However, notice is not required for payments due under ACC sub-Clause 23 [Electricity, Water and Gas], or for other services requested by the Developer/Bidder.

The notice shall be given as soon as practicable and no longer than 28 Days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the
Defects Liability Period shall be given before the expiry of such period.

The particulars shall specify the clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. EIC shall then proceed in accordance with contract provisions to agree or determine the amount (if any) which the Employer is entitled to be paid by the Developer/Bidder, and/or the extension (if any) of the Defects Notification Period in accordance with under ACC sub-Clause 106 [Extension of Defect Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Developer/Bidder, in accordance with this Sub-Clause.

### Engineer In-charge: Duties and Responsibilities

The Employer shall appoint the EIC and ULB Engineer appointed by EIC CLIENT shall carry out the duties assigned to him in the Contract. The EIC staff shall include suitably qualified Engineers and other professionals who are competent to carry out these duties.

The EIC / EIC CLIENT shall have no authority to amend the Contract. He may exercise the authority attributable to him as specified in or necessarily to be implied from the Contract. If the EIC / EIC CLIENT is required to obtain the approval of the HOD / Employer before exercising any specified authority not mandated to him, the requirements shall be as stated in the Contract Data. The HOD /Employer shall promptly inform the Developer/Bidder of any change to the authority attributed to the EIC// EIC CLIENT / ULB Engineer.

However, whenever the EIC / EIC CLIENT exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval. Except as otherwise stated in these Conditions:

i. whenever carrying out duties or exercising authority, specified in or implied by the Contract, the EIC / EIC CLIENT shall be deemed to act for the HOD / Employer;

ii. The EIC / EIC CLIENT has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract; and

iii. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the EIC / EIC CLIENT (including absence of disapproval) shall not relieve the Developer/Bidder from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

Any act by the EIC / EIC CLIENT in response to a Developer/Bidder's request except otherwise expressly specified shall be notified in writing to the Developer/Bidder within 28 Days of receipt.
The following provisions shall apply:

The EIC / EIC CLIENT shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

i. under ACC sub-Clause 68 [Unforeseeable Physical Conditions] agreeing or determining an extension of time and,

ii. under ACC sub-Clause 115 [Right to Vary]: Instructing a Variation, except;

iii. in an emergency situation as determined by the EIC / EIC CLIENT, or

iv. Approving a proposal for Variation in period of completion submitted by the Developer/Bidder in accordance with under ACC sub-Clause 115 [Right to Vary] or under ACC sub-Clause 117 [Value Engineering]. No variation in the value of the Contract shall be requested by the Bidder or considered for approval, except if the variation economizes the value of the Contract without compromising the structural safety or durability of the structure.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the EIC / EIC CLIENT / ULB Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Developer/Bidder of any of his duties and responsibility under the Contract, may instruct the Developer/Bidder to execute all such work or to do all such things as may, in the opinion of the EIC / EIC CLIENT, be necessary to abate or reduce the risk. The Developer/Bidder shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the EIC / EIC CLIENT / ULB Engineer. The EIC / EIC CLIENT shall determine an addition to the Contract Price, in respect of such instruction, in accordance with under ACC sub-Clause 115 [Right to vary] and shall notify the Developer/Bidder accordingly, with a copy to the employer.

Delegation by EIC / EIC CLIENT

The EIC / EIC CLIENT may from time to time assign duties and delegate authority to Assistants and may also revoke such assignment or delegation. These assistants may include a Engineer in-charge, EIC CLIENT, ULB Engineer and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties.

Shall not delegate the authority to determine any matter in accordance with contract provisions.

Assistants shall be suitably qualified Engineers, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communication
Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Developer/Bidder to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the EIC / EIC CLIENT, However:

i. Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the EIC / EIC CLIENT to reject the work, Plant or Materials;

If the Developer/Bidder questions any determination or instruction of an assistant, the Developer/Bidder may refer the matter to the EIC / EIC CLIENT, who shall promptly confirm, reverse or vary the determination or instruction.

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### Instruction of the EIC / EIC CLIENT

The EIC / EIC CLIENT may issue to the Developer/Bidder (at any time) instructions and additional or modified approval to the designs /Drawings which may be necessary for the execution of the Works and the remedying of any Defects, all in accordance with the Contract. The Developer/Bidder shall only take instructions from the EIC/ EIC CLIENT, or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, under ACC sub-Clause 115 [Right to Vary] shall apply.

The Developer/Bidder shall comply with the instructions given by the EIC / EIC CLIENT or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the EIC / EIC CLIENT or a delegated assistant:

i. gives an oral instruction,

ii. receives a written confirmation of the instruction, from

(or on behalf of) the Developer/Bidder, within two working Days after giving the instruction, and does not reply by issuing a written rejection and/or instruction within two working Days after receiving the confirmation, then the confirmation shall constitute the written instruction of the EIC / EIC CLIENT or delegate assistant (as the case may be).

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### Record of notices, instructions and delegations

Regular and continuous date wise record of all notices issued to and received from the Bidder and action taken in response, instructions given to him etc. shall be maintained. Similarly, delegation by the EIC / EIC CLIENT to his assistants along with the dates and periods and instructions given by them to Bidder shall be maintained.

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### Minutes of Meeting

A monthly coordination cum review meeting shall be held on the second Tuesday of the month. The EIC / EIC CLIENT may require the Developer/Bidder, ULB Engineer, Bidder’s representative, EIC, the third party quality inspection agency the Sub-Bidder to attend the review meeting during execution of work. The EIC / EIC CLIENT shall record the minutes of the meeting and provide a copy to the Bidder.
Developer/Bidder, ULB Engineer, EIC and the third party quality assurance agency for compliance. These minutes will be a part of evidence in case of request for extension of time or impurities action against the Developer/Bidder. The updated construction program on MS Project shall also be reviewed in this meeting. In case the minutes are not issued within 7 days of the date of the meeting, the Bidder or his representative shall issue the record note of discussion of the meeting to the EIC, CLIENT, ULB Engineer, Sub-Bidder, i.e. and the QIA (Third party agency) for confirmation. The HOD CLIENT shall be apprised on such meetings and decisions due at his level shall be flagged.

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**General Obligations of Developer/Bidder**

The Developer/Bidder shall carry out surveys, geo tech-investigations and design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the EIC’s instructions, and shall remedy any Defects in the Works. The Developer/Bidder shall provide the Plant and Developer/Bidder’s Documents specified in the Contract, and all Developer/Bidder’s Personnel, Works, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of Defects.

The Developer/Bidder shall be responsible for the adequacy, stability and safety of all site operations and of all methods of construction. Except to the extent specified in the Contract, the Developer/Bidder shall be responsible for all Developer/Bidder’s Documents (under ACC sub-Clause 36(B)), Permanent or Temporary Works, and such specifications and design of each item of permanent works, Plant and Materials as is required for the item to be executed in accordance with the Contract. He shall also be responsible for the durability of all the permanent works.

The Developer/Bidder shall, whenever required by the EIC, CLIENT, to submit details of the arrangements and methods which the Developer/Bidder proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the EIC CLIENT.

Since the Contract specifies that the Developer/Bidder shall design through an experienced graduate structural engineer all parts of the Permanent Works, then unless otherwise stated:

i. The Developer/Bidder shall submit to the EIC the Developer/Bidder’s Documents for this part in accordance with the procedures specified in the Contract.

ii. The Developer/Bidder’s Documents shall be in accordance with the Specification and Drawings, and shall be written in the language (English) as per Bid Data, General Conditions of Contract, and shall include additional information required by the EIC to add to the Drawings for co-ordination of each Party’s designs;

iii. The Developer/Bidder shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended
as are specified in the Contract; and

iv. prior to the commencement of the Tests on Completion, the Developer/Bidder shall submit to the EIC, ULB Engineer the “as-built” documents and drawings, operation and maintenance manuals in accordance with the Specification and insufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under ACC sub-Clause 138 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the EIC and the ULB Engineer.

v. The liability, if any, on account of quarry fees, taxes, royalties, octroi etc. and any other taxes and duties in respect of materials actually consumed on public work shall be entirely borne by the Developer/Bidder.

The cost of installation and maintenance of all potable water connections necessary for the execution of work and other potable uses at the project and the cost of water consumed and hire charges of meters and the cost of installation and maintenance of electricity lines/ circuits and for the power consumed in connection with the execution of work shall be paid by the Developer/Bidder except where otherwise specifically indicated.

Developer/Bidder’s Representative.

Developer/Bidder shall appoint this authorized representative, preferably the Project Manager under a written communication to the EIC and shall give him all authority necessary to act on the Developer/Bidder’s behalf under the Contract.

Unless the Developer/Bidder’s Representative is named in the Contract, the Developer/Bidder shall, prior to the Commencement Date, submit to the EIC’s consent the name and particulars of the person the Developer/Contract or proposes to appoint as Developer/Bidder’s Representative. If consent is withheld or subsequently revoked in terms of under ACC sub-Clause 85 [Developer/Bidder’s Personnel], or if the appointed person fails to act properly as Developer/Bidder’s Representative, the Developer/Bidder shall similarly submit the name and particulars of another suitable person for such appointment.

The Developer/Bidder shall not, without the prior consent of the EIC, revoke the appointment of the Developer/Bidder’s Representative or appoint are placement. The whole time of the Developer/Bidder’s Representative shall be given to directing the Developer/Bidder’s performance of the Contract. If the Developer/Bidder’s Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed by the representative, subject to the EIC’s prior consent, and the EIC shall be notified accordingly. The Developer/Bidder’s Representative shall, on behalf of the Developer/Bidder, receive instructions under ACC sub-Clause 56 [Instructions of the EIC CLIENT].

The Developer/Bidder’s Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.
Any delegation or revocation shall not take effect until the EIC has received prior notice signed by the Developer/Bidder’s Representative, naming the person and specifying the powers, functions and authority being delegated or revoked. The Developer/Bidder’s Representative shall be fluent in the language (English) for communications defined in General Conditions of Contract. If the Developer/Bidder’s Representative’s delegate is not fluent in the said language, the Developer/Bidder shall make competent interpreters available during all working hours in a number deemed sufficient by the EIC.

### Nominated Sub developer/sub- Bidder

1. A nominated Sub-Developer / Sub-Bidder is one who is proposed in the bid itself for specific /specialized items of work like precast RCC, Pre-Engineered steel fabricator, roads, providing power / telecom line lines, providing sanitary and water supply systems etc. for the Developer /Bidder.

2. The capability of such Sub-Developer /Sub-Bidder on turn overs, experience, personnel, equipment etc. are submitted along with the bid. These are considered and approved by the Employer along with the approval of the bid.

3. Such Sub-Developer / Sub-Bidders can access the EIC for instructions within the knowledge of the Developer /Bidder, their grievances will be addressed by the EIC for payments etc. due from the Developer/Bidder.

4. Nomination of Sub-Developer/Sub-Bider can be applied during the execution of the Project also to the EIC and such nomination shall be approved by the CLIENT on the strength of his capabilities as above (i)

They will serve the defect liability period for the project and can be accessed by the EIC within the knowledge of the Developer/Bidder.

### Objection to Nomination

The Developer/Bidder shall not be under any obligation to employ a nominated Sub-Developer/Bidder against whom the Developer/Sub-Bidder raises reasonable objection by notice to the EIC as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Developer/Bidder against and from the consequences of the matter:

1. There are reasons to believe that the Sub-Developer/Sub-Bidder does not have sufficient competence, resources or financial strength;

2. The nominated Sub-Developer/Bidder does not accept to indemnify the Developer/Bidder against and from any negligence or misuse of Works by the nominated Sub-Developer/Bidder, his agents and employees; or

3. The nominated Sub-Developer/Bidder does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Sub-Developer/Bidder shall:
iv. undertake to the Developer/Bidder such obligations and liabilities as will enable the Developer/Bidder to discharge his obligations and liabilities under the Contract,

v. Indemnify the Developer/Bidder against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Sub-Developer/Bidder to perform these obligations or to fulfill these liabilities, and to be paid only if and when the Developer/Bidder has received from the Procurement Entity payments for sums due under the Subcontract referred to under ACC sub-Clause 62 [Payment to nominated Sub-Developer/Bidders].

### Evidence of Payments to nominated Sub-Developer/Sub-Bidder

Before issuing a Payment Certificate which includes an amount payable to a nominated Sub-Developer/Bidder, the EIC may request the Developer/Bidder to supply reasonable evidence that the nominated Sub-Developer/Sub-Bidder has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Developer/Bidder:

i. submits this reasonable evidence to the EIC, or

ii. (a) satisfies the EIC in writing that the Developer/Bidder is reasonably entitled to withhold or refuse to pay these amounts, and

   (b) submits to the EIC reasonable evidence that the nominated Sub-Developer/Sub-Bidder has been notified of the Developer/Bidder’s entitlement,

then the Procurement Entity may (at his sole discretion) pay, direct to the nominated Sub-Developer/Sub-Bidder, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Sub-Developer/Sub-Bidder and for which the Developer/Bidder has failed to submit the evidence described in sub-paragraphs (i) or (ii) above.

The EIC shall debit to the Developer/Bidder, the amount which the nominated Sub-Developer/Sub-Bidder was directly paid by the EPI / Procuring Entity.

### Payments to Sub-Developer/Sub-Bidder

The Developer/Bidder shall pay to the nominated Sub-Developer/Sub-Bidder the amounts shown on the nominated Sub-Developer/Sub-Bidder’s invoices approved by the Developer/Bidder which the EIC certifies to be due in accordance with the subcontract. These payments shall be duly evidenced by the Sub-Developer/Sub-Bidder on such invoices.

### Assignment of Benefit of Sub Contract

If a Sub-Developer/Sub-Bidder’s obligations extend beyond the expiry date of the relevant Defects Liability Period and the EIC, prior to this date, instructs the Developer/Bidder to assign the benefit of such obligations to the Employer, then the Developer/Bidder shall do so. Unless otherwise stated in the assignment, the Developer/Bidder shall have no liability to the Employer for the work carried out by the Sub-Developer/Bidder after the assignment takes effect.
**Co-Operation**

The Developer/Bidder shall, as specified in the Bidder as instructed by the EIC, allow appropriate opportunities for carrying out work/inspection or testing to:

i) the Employer’s Personnel,

ii) The third party Quality Inspection Agency,

iii) any other Developer/Bidders employed by the Employer, and

iv) the personnel of any legally constituted public authorities,

Who may be employed in the execution on or near the Site of any work not included in the Contract. Any such instruction shall constitute a Variation if and to the extent that it causes the Developer/Bidder to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other Developer/Bidders may include the use of Developer/Bidder’s Equipment, Temporary Works or access arrangements which are the responsibility of the Developer/Bidder.

If, under the Contract, the Employer is required to give to the Developer/Bidder possession of any foundation, structure, plant or means of access in accordance with Developer/Bidder’s Documents, the Developer/Bidder shall submit such documents to the EIC, ULB Engineer in time.

**Safety Procedures**

Developer/Bidder shall nominate the Deputy Team leader as the Project safety Engineer, who shall:

i. comply with all applicable safety regulations, with use of helmets, belts, chain and hooks, shoes, gloves for workers and supervisory staff, safety gloves and mats to the Electrical staff and assign the safety on works to an Engineer.

ii. Take care for the safety of all persons entitled to be on the Site, for work or visits.

iii. use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons, provide illumination and firefighting facilities at the site.

iv. provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 138 and provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

In addition to the provisions of this Contract, the Developer/Bidder shall also follow the safety code of the IRC.

**Sufficiency of Tender/Bid**
The Developer / bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices quoted in the Schedule of Quantities /financial Bid, which rates and prices shall, except as otherwise provided, shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and removal of defects and maintenance of the Works during the defect liability and the maintenance period.

**Sufficiency of the Contracted Amount**

The Developer/Bidder shall be deemed to:

i) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount/ rate, and

ii) have based the Accepted Contract Amount/ rate on the data, interpretations, necessary information, inspections, testing, examinations and satisfaction as to all relevant matters referred to in under ACC sub-Clause 35 (D) [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount/rate covers all the Developer/Bidder’s obligations and contingencies under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any Defects.

**Unforeseeable Physical Conditions**

These do not apply in such an EPC contract as all investigations are also assigned to the developer/Bidder. He is required to examine all conditions unforeseeable or otherwise and include their impact in the rates bid by him. No time period or cost can be attributed to any of these adverse conditions.

However, if the conditions at site are found adverse for construction like underground streams of water, gas, the remains of some old civilization or any other findings of historical value, the Bidder shall immediately inform the EIC, ULB, EIC / EIC CLIENT and the HOD CLIENT, who shall take an immediate action to resolve the issue. Any time spent in such resolution shall be treated & granted as an extension of time beyond the control of the Bidder.

**Rights of Way and Facilities**

The Developer/Bidder is to ascertain (before bidding) and be satisfied with the access/right of way to the site. He will acquire the additional Right of way as required at his own cost. He will not even be granted any extension of time on this account.

**Avoidance of Interference**

The Developer/Bidder shall not interfere unnecessarily or improperly with:

i) The convenience of the public, or

ii) The access to and use and occupation of all roads and footpaths,
irrespective of whether they are public or in the possession of the Employer or of others.

The Developer/Bidder shall indemnify and hold the Employer harmless against and formal damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

### Transport of plant/Equipment

<table>
<thead>
<tr>
<th>Unless otherwise Stated:—</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) The Developer/Bidder shall give the EIC not less than 21 Days' notice of the date on which any Plant or a major item of other Works will be delivered to the Site;</td>
</tr>
<tr>
<td>ii) The Developer/Bidder shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Works and other things required for the Works; and</td>
</tr>
<tr>
<td>iii) The Developer/Bidder shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Works, and shall negotiate and pay all claims arising from their transport.</td>
</tr>
</tbody>
</table>

### Developer/Bidder's Equipment

Developer/Bidder shall be responsible for all Developer/Bidder’s Equipment. When brought on Site, Developer/Bidder’s Equipment shall be deemed to be exclusively intended for the execution of the Works. The Developer/Bidder shall not remove from the Site any major items of Developer/Bidder’s Equipment without the consent of the EIC. However, consent shall not be required for vehicles transporting materials to Works or Developer/Bidder’s Personnel off Site.

### Protection of the Environment. Impact Assessment and mitigation

The Developer/Bidder shall take all reasonable steps to protect the environment (both on and off the Site) and to minimize damage and nuisance to environment, people and property resulting from pollution, noise and other results of his operations. He shall get an Environment impact assessment done and get the impact mitigation plan approved by the Pollution Control Board, Rajasthan and install the required monitoring system to monitor/ minimize impacts.

The Developer/Bidder shall ensure that emissions, surface discharges and effluent from the Developer/Bidder’s activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

### Security of the Site

<table>
<thead>
<tr>
<th>Unless otherwise stated in the Conditions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) The Developer/Bidder shall be responsible for keeping unauthorized persons off the Site,</td>
</tr>
<tr>
<td>ii) authorized persons shall be limited to the Developer/Bidder’s Personnel and the Employer’s Personnel including the EIC, EIC CLIENT, ULB Engineer,</td>
</tr>
</tbody>
</table>
### Additional Conditions of Contract

#### Engineering Projects (India) Limited

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#### Signature of Bidder

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### 75  Developer/ Bidder’s Operations on Site

The Developer/Bidder shall confine his operations to the Site, and to any additional areas which may be obtained by the Developer/Bidder and agreed to by the EIC as additional working areas. The Developer/Bidder shall take all necessary precautions to keep Developer/Bidder's Equipment and Developer/Bidder's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Developer/Bidder shall keep the Site free from all unnecessary obstruction, and shall store or dispose off any Developer/Bidder's Equipment or surplus Materials. The Developer/Bidder shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

In case the Developer/Bidder fails to comply with the requirements of this Clause, the EIC shall have the right to get this work done at the Cost of the Developer/Bidder either Departmentally or through any other agency. Before taking such action, the EIC shall give ten days notice in writing to the Developer/Bidder.

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### 76  Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the EIC/CLIENT/Employer. The Developer/Bidder shall take reasonable precautions to prevent Developer/Bidder’s Personnel or other persons from removing or damaging any of these findings.

The Developer/Bidder shall, upon discovery of any such finding, promptly give notice to the EIC, ULB Engineer, who shall issue instructions for dealing with it. If the Developer/Bidder suffers delay and/or incurs Cost from complying with the instructions, CLIENT and shall be entitled subject to under ACC sub-Clause 31(J) [Developer / Bidder’s Claims ] to:

1) an extension of time for any such delay, if completion is or will be delayed, under ACC sub-Clause 31 (E) [Extension of Time for Completion], and...
ii) Payment of any such Cost, if so determined by the employer to be paid out of the Provisional sums of the Contract Price. After receiving this further notice, the EIC shall proceed in accordance with contract provisions to agree or determine these matters.

77  
**Safety, Security and Protection of the Environment**

The Developer/Bidder shall, throughout the execution and completion of the Works and the remedying of any Defects therein provide and maintain at his cost:

i) arrangements that shall have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons,

ii) Cost all lights, guards, fencing, firefighting arrangements, warning signs and watchmen and where necessary or required by the EIC, ULB Engineer, or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and

iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

iv) Others as instructed by the EIC.

78  
**Near Relatives in Govt., tendering barred**

Any Developer/Bidder shall not be permitted to bid for works in Circle, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons, who are working with him in any capacity, or are subsequently employed by him and who are near relatives of any gazetted officer in the Organization/ Department. Any breach of this condition by the Developer/Bidder would render him liable to be removed from the approved list of Developer/Bidders of the Department. If such facts is noticed (a) before sanction of tender, his offer shall be declared invalid and earnest money shall be forfeited, (b) after sanction of the tender then the tender sanctioning authority may at his discretion forfeit his earnest money, performanceguarantee, security deposit and enlistment deposit and the work/remaining work may allot to any registered Developer/Bidder on the same rates as per rules.

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

79  
**Site order Book**

The Developer/Bidder shall maintain at the site a specified site order book for recording the work related instructions of the EIC, EIC CLIENT, ULB Engineer, and other concerned officers of the Employer. These instruction shall be recorded by the persons in their hand and acknowledged by the representative of the
| 80 | **Rate of wages and conditions of Labour**  
Developer/Bidder shall not pay less than minimum rates of wages (as per law), and observe living conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Developer/Bidder shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Employers whose trade or industry is similar to that of the Developer/Bidder.  
The Developer/Bidder shall inform the Developer/Bidders Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Developer/Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws. |
| 81 | **Persons in the Service of Employer**  
The Developer/Bidder shall not recruit, or attempt to recruit, staff and labour from amongst the Employer/CLIENT’s Personnel on any part time or full time after availing long leave from the Govt. |
| 82 | **Working Hours**  
No work shall be carried out on the Site on locally recognized Days of rest, or outside the normal working hours stated in the Contract Data, unless:  
i otherwise stated in the Contract,  
ii. The EIC gives consent, or  
iii the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Developer/Bidder shall immediately advise the EIC. |
| 83 | **Facilities for Staff and Labour**  
Except as otherwise stated in the Specification, the Developer/Bidder shall provide and maintain all necessary accommodation and welfare facilities as per law for the Developer/Bidder’s Personnel.  
The Developer/Bidder shall not permit any of the Developer/Bidder’s Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works. |
| 84 | **Health & Safety**  
The Developer/Bidder shall at all times take all reasonable precautions to maintain the health and safety of the Developer/Bidder’s Personnel. In collaboration with local health authorities, the Developer/Bidder shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Developer/Bidder’s and Employer’s Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. |
The Developer/Bidder shall appoint a ‘safety officer’ at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Developer/Bidder shall provide whatever is required by this person to exercise this responsibility and authority.

The Developer/Bidder shall send, to the EIC, details of any accident and immediate relief extended as soon as practicable after its occurrence. The Developer/Bidder shall maintain records and make reports concerning health, safety and welfare of persons and damage to property, as the EIC, may reasonably require.

<table>
<thead>
<tr>
<th>85</th>
<th><strong>Developer/ Bidder’s Personnel</strong></th>
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<tbody>
<tr>
<td></td>
<td>Developer/Bidder’s Personnel shall be appropriately qualified, skilled and experienced in respective trades or occupations. The Procurement Entity may require the Developer/Bidder to remove (or cause to be removed) any person employed on the Site or Works, including the Developer/Bidder’s Representative if applicable, who:</td>
</tr>
<tr>
<td></td>
<td>i. persists in any misconduct or lack of care,</td>
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<td></td>
<td>ii. carries out duties incompetently or negligently,</td>
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<td></td>
<td>iii. fails to conform with any provisions of the Contract,</td>
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<td></td>
<td>iv. Persists in any activities which is prejudicial to safety, health, or the protection of the environment.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>86</th>
<th><strong>Records of Developer/ Bidder’s Personnel and Equipment</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Developer/Bidder shall submit, to the EIC, details showing the number of each class of Developer/Bidder’s Personnel and of each type of Developer/Bidder’s Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the EIC / EIC / EIC CLIENT until the Developer/Bidder has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.</td>
</tr>
</tbody>
</table>

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<tr>
<th>87</th>
<th><strong>Disorderly Conduct</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Developer/Bidder shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Developer/Bidder’s Personnel, and to preserve peace and protection of persons and Govt. or private property on and near the Site.</td>
</tr>
</tbody>
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<thead>
<tr>
<th>88</th>
<th><strong>Foreign Personnel</strong></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>The Developer/Bidder may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws and after due screening by the concerned legal authorities. The Developer/Bidder shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Developer/Bidder, use his best endeavors in a timely and expeditious manner to assist the Developer/Bidder in obtaining any local, state, national, or Government permission required for bringing in the Developer/Bidder’s personnel.</td>
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<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>89</td>
<td><strong>Supply of Food Stuffs</strong>&lt;br&gt;The Developer/Bidder shall arrange for the provision of a sufficient supply of suitable raw materials for food as may be required at reasonable prices for the Developer/Bidder's Personnel for the purposes of or in connection with the Contract.</td>
</tr>
<tr>
<td>90</td>
<td><strong>Supply of Water, power and sanitation at site.</strong>&lt;br&gt;The Developer/Bidder shall, having regard to local conditions, provide on the Site an adequate supply of food items, potable drinking water, power, sanitary facilities for labour at site for the use of the Developer/Bidder's Personnel and for construction of works.</td>
</tr>
<tr>
<td>91</td>
<td><strong>Employment Records of Workers</strong>&lt;br&gt;The Developer/Bidder shall keep complete and accurate records of the employment of labour at the Site. The records shall include the Aadhar Card Numbers, names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the EIC / EIC CLIENT, and these records shall be available for inspection by Auditors during normal working hours. These records shall be included in the details to be submitted by the Developer/Bidder under ACC sub-Clause 86 [Records of Developer/Bidder's Personnel and Equipment].</td>
</tr>
<tr>
<td>92</td>
<td><strong>Compliance with Labour Laws</strong>&lt;br&gt;The Developer/Bidder shall obtain a valid license under the State Labour Act, and the Contract Labour (Regulation and Abolition) Central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Developer/Bidder shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.&lt;br&gt;&lt;br&gt;The Developer/Bidder shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.&lt;br&gt;&lt;br&gt;Any failure to fulfill these requirements shall attract the penal provisions of the Contract arising out of the resultant non-execution of the work.&lt;br&gt;&lt;br&gt;The Developer/Bidder shall comply with all the relevant labour Laws applicable to the Developer/Bidder’s Personnel, including Laws relating to their employment, health, safety, welfare, PF, immigration and emigration, and shall allow them all their legal rights. The Developer/Bidder shall require his employees to obey all applicable Laws, including those concerning safety at work.</td>
</tr>
<tr>
<td>93</td>
<td><strong>Penalty for non-compliance with labour Law</strong></td>
</tr>
</tbody>
</table>
In respect of all labour directly or indirectly employed, non-compliance in the work for the performance of the Developer/Bidder’s part of this Contract, the Developer/Bidder shall at his own expense arrange for the safety provisions as per IRC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Developer/Bidder fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 20000/- (Rs. Twenty Thousand only) for each default and, in addition the EIC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the Costs incurred in that behalf from the Developer/Bidder.

### Payment of Wages

i. The Developer/Bidder shall pay to labour employed by him either directly or through Sub-Developer/Bidders, wages not less than fair wages as defined in Labour Regulations or as per the provisions of the Contract Labour (Regular and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, where applicable.

ii. The Developer/Bidder shall, now withstanding the provisions of any Contract to the contrary, cause to be paid for wage to labour indirectly engaged on the work including any labour engaged by his sub-Developer/Bidders in connection with the said work, as if the labour had been immediately employed by him.

iii. In respect of all labour directly or indirectly employed in the Works of performance of the Developer/Bidder’s Part of this Contract, the Developer/Bidder shall comply with or cause to be complied with the Public Works Department Developer/Bidder’s Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage recovery of wages not paid and deductions unauthorized 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 as per the Provisions of Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.

iv. The EIC/ EIC / EIC CLIENT concerned shall have the right to deduct from the moneys due to the Developer/Bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, on-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.

Under the provision of Minimum Wages (Central) Rules 1950, the Developer/Bidder 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 same rate as for duty. In the event of default the EIC / EIC / EIC CLIENT 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 Developer/Bidder by the Engineer-
v. The Developer/Bidder 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 Act, 1970, or the modifications thereof or any other Laws relating thereto and the rules made there under from time to time.

vi. The Developer/Bidder shall indemnify and keep indemnified Government again payments to be made under and for the observance of the Laws aforesaid and the Labour Regulations without prejudice to his right to claim indemnity from his sub-Developer/Bidders.

vii. 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.

viii. Whatever is the minimum wage for the time being, or if the wage payable higher than such wage, such wage shall be paid by the Developer/Bidder to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix. The Developer/Bidder shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

95 Ownership of Plant and Materials

Except otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

i. when it’s cost is incorporated in the Works;

ii. when the Developer/Bidder is paid the corresponding value of the Plant and Materials under ACC sub-Clause 101 [ Payment for work in Event of prolonged Suspension ].

96 Action where no Specifications are specified

In the case of any class of work for which there is no such Specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications, Indian Road Congress for road Works and Indian Building Congress for building Works or CPWD or any central Government agency. In case there are no such Specifications in Bureau of Indian Standards, the work shall be carried out as per PWD Specifications. If not available, then as per Department Specifications. In case there are no such Specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the EIC / EIC, CLIENT.

97 Arrangement of Plant and Machinery

The Developer/Bidder shall arrange at his own expense all tools, plant machinery (T&P) and equipment required for execution of the work as listed under relevant
clauses of ACC. The machinery shall be good working condition and shall not be more than 5 years old. For small equipment like vibrators, 100% standby shall be maintained.

<table>
<thead>
<tr>
<th>98</th>
<th>Layout, Center lines, benchmarks, levels.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The basic centerlines, reference points and benchmarks, levels, alignment will be fixed by the Developer/Bidder and checked by the EIC/EIC CLIENT/ULB EO. The developer/Bidder shall establish at his own cost at suitable points, additional reference lines and benchmarks, center line mutams as may be necessary and instructed by the EIC. The Developer/Bidder shall remain responsible for the sufficiency and accuracy of all the benchmarks and reference lines.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>99</th>
<th>Suspension of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>The EIC may at any time instruct the Developer/Bidder to suspend progress of part or all of the works for procuring entry’s reasons. During such suspension, the Developer/Bidder shall protect, store and secure such part or the works against any deterioration, loss or damage. The EIC may also notify the cause for the suspension.</td>
</tr>
<tr>
<td>ii.</td>
<td>The Developer/Bidder shall, on receipt of the order in writing the EIC(whose decision shall be final and binding on the Developer/Bidder) suspend the progress of the Works or any part thereof for such time and in such manner as the EIC may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following reasons:</td>
</tr>
<tr>
<td>a.</td>
<td>on account of any default on the part of the Developer/Bidder or;</td>
</tr>
<tr>
<td>b.</td>
<td>for proper execution of the Works or part thereof for reasons other than the default of the Developer/Bidder; or</td>
</tr>
<tr>
<td>c.</td>
<td>For safety of the works or part thereof.</td>
</tr>
<tr>
<td>i.</td>
<td>The Developer/Bidder 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 EIC.</td>
</tr>
<tr>
<td>ii.</td>
<td>If the suspension is ordered for reasons (b) and (c) As mentioned above, the Developer/Bidder shall be entitled to an extension of time equal to the period of every such suspension PLUS 10%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part.</td>
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<thead>
<tr>
<th>100</th>
<th>Consequences of suspension</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>If the Developer/Bidder suffers delay and/or incurs Cost from complying with the EIC’s instructions under ACC sub-Clause 99 [Suspension of Work] and/or from resuming the work, the Developer/Bidder shall give notice to the EIC and shall be entitled subject to under ACC sub-Clause 31 (J) [Developer/Bidder’s claims] to:</td>
</tr>
<tr>
<td>i.</td>
<td>An extension of time for any such delay, if completion is or will be delayed, under ACC sub-Clause 31(E) [Extension of Time for Completion], and</td>
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<td></td>
<td>payment of any such Cost, if included in the Contract Price.</td>
</tr>
<tr>
<td>ii.</td>
<td>an extension of time for any such delay, if completion is or will be delayed, under ACC sub-Clause 31(E) [Extension of Time for Completion], and</td>
</tr>
<tr>
<td>iii.</td>
<td>payment of any such Cost, if included in the Contract Price</td>
</tr>
<tr>
<td>iv.</td>
<td>After receiving this notice, the EIC shall proceed in accordance with dispute resolving mechanism to agree or determine these matters.</td>
</tr>
<tr>
<td></td>
<td>The Developer/Bidder shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Developer/Bidder’s faulty design, workmanship or Materials, or of the Developer/Bidder’s failure to protect, store or secure in accordance with under ACC sub-Clause 99 [Suspension of Work]. All such costs shall be borne by him.</td>
</tr>
</tbody>
</table>

### Prolonged Suspension

If the suspension under ACC sub-Clause 99 [Suspension of Work] has continued for more than 56 Days, the Developer/Bidder may request the EIC’s permission to proceed. If the Procuring Entity does not give permission within 28 Days after being requested to do so, the Developer/Bidder may, by giving notice to the EIC, treat the suspension as an omission under ACC sub-Clause 27 (B)[Variation procedure] of the affected part of the Works. If the suspension affects the whole of the Works, the Developer/Bidder may give notice for termination of the Contract to be approved by the EIC.

**Payment of work done in case of prolonged suspension**

In case of prolonged suspension as above, the EIC shall on the submission of an interim bill, pay to the Bidder for the acceptable work carried out as per Contract.

### Resumption of Work

After the permission or instruction to proceed is given, the Developer/Bidder and the EIC shall jointly examine the Works and the Plant and Materials affected by the suspension. The Developer/Bidder shall make good any deterioration or Defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the EIC an instruction to this effect under relevant pertaining to [Deviations/Variations Extent and Pricing].

### Completion of outstanding work, repairs to Damages, Defects during defect liability Period

Defect Liability Period: Though the substantially completed works may have been taken over by the EIC, the Developer/Bidder is responsible for completion of the outstanding work and remediying defects if any notified in the works.

If the Developer/Bidder or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road Kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wired, trees or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any Defect, shrinkage or other faults appear in the work within Defect Liability Period.
after a certificate final or otherwise of its completion shall have been given by the Procuring Entity as aforesaid arising out of Defect or improper Materials or workmanship the Developer/Bidder shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the EIC, may cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the Developer/Bidder, or from his security deposit. The security deposit of the Developer/Bidder shall not be refunded before the expiry of Defected liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

<table>
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<tr>
<th>104</th>
<th><strong>Works to be in good condition on completion of Defect liability Period.</strong></th>
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<tbody>
<tr>
<td>Works to be in good condition on completion of Defect liability Period.</td>
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</table>

In order that the Works and Developer/Bidder’s Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Developer/Bidder shall:

i. complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Procuring Entity, and

ii. Execute all work required to remedy Defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works.

If a Defect appears or damage occurs, the Developer/Bidder shall be notified accordingly, by (or on behalf of) the Employer.

<table>
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<tr>
<th>105</th>
<th><strong>Cost of Remediying Defects</strong></th>
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<tbody>
<tr>
<td>Cost of Remediying Defects</td>
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</tbody>
</table>

All work referred to in ACC Clause 103[ Completion of Outstanding Work and Remediying Defects] shall be executed at the risk and Cost of the Developer/Bidder, if and to the extent that the work is attributable to:

i) any design defect for which the Developer/Bidder is responsible,

ii) Plant, Materials or workmanship not being in accordance with the Contract, or

iii) Failure by the Developer/Bidder to comply with any other obligation.

If and to the extent that such work is attributable to any other cause, the Developer/Bidder shall be notified promptly by (or on behalf of) the Employer and under ACC sub-clause 27 (B) [Variation Procedure] shall apply.

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<tr>
<th>106</th>
<th><strong>Extension of Defects Notification Period</strong></th>
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<tr>
<td>Extension of Defects Notification Period</td>
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</table>

The Employer shall be entitled subject to under ACC sub-clause 31(E) [Employer’s Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a Defect or by reason of damage attributable to the Developer/Bidder. However, a Defects Notification Period shall not be extended by more than one year.
107 **Failure to Remedy Defects**

If the Developer/Bidder fails to remedy any Defect or damage within a reasonable time of 7 days, a date may be fixed by (or on behalf of) the Employer, on or by which the Defect or damage is to be remedied. The Developer/Bidder shall be given reasonable notice of this date.

If the Developer/Bidder fails to remedy the Defect or damage by this notified date and this remedial work has to be executed at the Cost of the Developer/Bidder under ACC Clause No. 105 [Cost of Remedyng Defects], the Employer may (at his option):

i. Carry out the work himself or by others, in a reasonable manner and at the Developer/Bidder’s Cost, but the Developer/Bidder shall have no responsibility for this work; and the Developer/Bidder shall subject to ACC sub-clause 53 [Employer’s Claims] pay to the Employer the Costs reasonably incurred by the Employer in remedying the Defect or damage;

ii. The EIC to agree or determine a reasonable reduction in the Contract Price in accordance with Dispute resolving mechanism

iii If the Defect or damage deprives the Employer of substantially or the whole benefit of the Works or any major part of the Works, may terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing Costs (12% simple interest) and the Cost of dismantling the same, clearing the Site and returning Plant and Materials to the Developer/Bidder.

108 **Bidder /EIC/ Third Party Quality Inspection Agency to Search for the cause of defect.**

The Developer/Bidder shall, if required by the EIC, search for the cause of any Defect, under the direction of the EIC, EIC / EIC CLIENT and the third party Quality inspection agency. The Defect is to be remedied at the Cost of the Developer/Bidder under ACC Clause No.105 [Cost of Remedyng Defects].

109 **Performance Certificate**

Performance of the Developer/Bidder’s obligations shall not be considered to have been completed until the EICEIC Client has issued the Performance Certificate to the Developer/Bidder, stating the date on which the Developer/Bidder completed his obligations under the Contract.

The EIC / EIC Client shall issue the Performance Certificate within 28 Days after the latest of the expiry dates of the Defects Liability Periods, or as soon thereafter as the Developer/Bidder has supplied all the Developer/Bidder’s Documents, as built drawings, designs and completed and tested all the Works, including remeedying any Defects. A copy of the Performance Certificate shall be issued to the Employer. Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

110 **Taking over of works or sections. Substantial Completion of Parts**
If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the EIC/EIC Client may issue a Taking-Over Certificate in respect of the whole or that part of the Permanent Works before final completion of Works and upon the issue of such Certificate, the Developer/Bidder shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during Defect Liability Period.

111 **Substantial/ virtual and final completion**

Substantial / Virtual completion means the completion of works to an usable stage after commissioning and successfully passing the specified tests on completion.

Final completion means all works usable, completion / structural safety certificate issued, all services connected and functional/operational, as built drawings/designs, final statement submitted, occupancy permit issued by the Jodhpur Development Authority, etc.

112 **Unfulfilled Obligations**

After the Performance Certificate has been issued, each Party shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

113 **Work to be executed in accordance with Specifications, Drawings, Orders etc.**

The Developer/Bidder shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards Materials/ procedures and otherwise in every respect in strict accordance with the approved designs, drawings and Specifications. The Developer/Bidder shall also conform exactly fully and faithfully to the design, Drawings and instructions in writing in respect of the work signed by the EIC/EIC CLIENT and lodged in his office or on the site of the work for the purpose of inspection during office hours and the Developer/Bidder shall, if he so require, be entitled, at his own expense, to make or cause to be made copies of specifications and of all such designs, drawings and instructions, as aforesaid. A certificate of executing works as per approved design and specifications etc. shall be given on each Running Account Bill. The Developer/Bidder shall maintain one copy of the Contract documents together with Specification, designs, Drawings and instruction as are not included in the standard Specifications of Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the Contract.

The Developer/Bidder shall comply with the provisions of the Contract and with the care and Plants including for measurements and supervision of all Works, structural plans and inferred from the Contract. The Developer/Bidder shall take full responsibility for adequacy, suitability and safety of all the Works and methods of construction. The specifications of work, material, methodology of execution,
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<th>114</th>
<th><strong>Incidental Operation</strong></th>
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<td>Any operation incidental to or necessary has to be in contemplation of Tenderer while filing 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 of rates, as the case may be. Nothing extra shall be admissible for such operations.</td>
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<th>115</th>
<th><strong>Right to Vary</strong></th>
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<td>The only variation expected in the contract is in the super built up area or the period of completion of works for reasons beyond the control of the Bidder. Variations may be initiated by the Bidder or EIC/ EIC CLIENT at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Developer/Bidder to submit a proposal.</td>
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The Developer/Bidder shall execute and be bound by each Variation, unless the Developer/Bidder promptly gives notice to the Procuring Entity stating (with supporting particulars) that

(i) The Developer/Bidder cannot readily obtain the Works required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the EIC shall cancel, confirm or vary the instruction. Each Variation may include:

i. changes to the levels, positions and/or dimensions of any part of the Works,  
ii. omission of any work unless it is to be carried out by others,  
iii. Changes to the sequence or timing of the execution of the Works.  

The Developer/Bidder shall not make any alteration and/or modification of the Permanent Works, unless and until the EIC instructs or approves a Variation in writing.  

No variation in the value of the Contract shall be requested by the Bidder or considered for approval by the EIC, except if the variation economises the value of the Contract without compromising the structural safety or durability of the structure. |

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<th>116</th>
<th><strong>Additional Work</strong></th>
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<td>The quantum of additional work shall not exceed 20% of the original quantity given in the agreement and the total value of additional work shall not exceed 20% of the total contract value, unless otherwise mutually agreed by the Procuring Entity and the Developer/Bidder. Proportionate additional time shall also be extended for such additional work.</td>
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| 117 | **Value Engineering** |
The Developer/Bidder may, at any time, submit to the EIC a written proposal which (in the Developer/Bidder’s opinion) will, if adopted, (i) accelerate completion, (ii) reduce the Cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) improve the quality, durability or design life of the structure /works, or (v) otherwise be of benefit to the Employer.

The proposal shall be prepared at the Cost of the Developer/Bidder and shall include the items listed in under ACC sub-clause 27(B) [Variation Procedure]. If a proposal, which is approved by the EIC / EIC CLIENT, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

i. the Developer/Bidder shall design this part,

ii. under ACC sub-clause 119 [Developer/Bidder’s Obligations ] shall apply, and

iii. (If this change results in a reduction in the Contract value of this part, the EIC shall proceed in accordance with relevant clauses of contract to seek approval from the competent authority.

118 Provisional Sums

Since it is a Turnkey EPC contract, provisional sums for payment of fee / charges, demand notices for statutory permissions/ clearances, service connections, fees to State Pollution Control Board , water /sewerage and power connections, or other such expanses etc. shall be included by the Bidder in the bid cost for payments on behalf of the EIC / EIC CLIENT/ULB . No reimbursement against such sums shall be eligible.

119 Developer/ Bidder’s Obligations

The Developer/Bidder shall carry out the Tests on Completion in accordance with this Clause and under ACC sub-clause 24(F) [Testing], after providing the documents in accordance with this clause [Developer/Bidder’s Obligations].

The Developer/Bidder shall give to the EIC not less than 21 Days’ notice of the date after which the Developer/Bidder will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 Days after this date, on such day or Days as the EIC shall instruct.

In considering the results of the Tests on Completion, the EIC shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Developer/Bidder shall submit a certified report of the results of these Tests to the EIC and offer the part for handing over.

120 Details of rate bid, negotiations

The Bidder shall submit along with the financial bid a detailed estimate on market rates of all items of the total work to be done to substantiate the rates bid. These rates of various items shall be reviewed & negotiated to eliminate any arithmetical
### Omission

No omissions by the Bidder in his bid can be considered or valued to vary the contract rate bid. It shall be borne by the Bidder.

### Contract Price

Unless otherwise stated in the Particular Conditions:

i. the Contract Price shall be agreed or determined and be subject to adjustments in accordance with the Contract;

ii. the Developer/Bidder shall pay all taxes, duties, fees including GST required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these Costs.

### Completion Certificate and Completion Plans

Within ten Days of the completion of the work, the Developer/Bidder shall give notice of such completion to the EIC and within fifteen Days of the receipt of such notice the EIC shall inspect the work and if there is no Defect in the work, and all NCR's issued by the third party quality inspection agency, EIC, are complied with, shall furnish the Developer/Bidder with a final certificate of completion, otherwise a provisional certificate of physical completion indicating Defects:

i. to be rectified by the Developer/Bidder and/or

ii. 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 Developer/Bidder 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 Developer/Bidder(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the EIC / EIC CLIENT.

If the Developer/Bidder 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 EIC, EIC CLIENT, ULB Engineer may withhold a sum of 25% of the final payment due till the site has been completely cleared as desired.

EIC, EIC CLIENT, ULB Engineer shall inspect the work and if there is no visible defects on the face of the work, shall give the Developer/Bidder, a certificate of completion. It shall be mentioned in the certificate so granted. If, on the other hand, it is found that there are certain visible defects to be removed, the
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| 124  | **Ensuring Payment and Amenities to Workers if Developer/Bidder 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, Government is obliged to pay any amounts of wages to a workman employed by the Developer/Bidder 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 P.W.D. Developer/Bidder'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 P.W.D. Developer/Bidders, Government will recover from the Developer/Bidder the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section (2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government 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 Government to the Developer/Bidder whether under this Contract or otherwise Government 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 Developer/Bidder and upon his giving to the Government full security for all Costs for which Government might become liable in contesting such claim.

| 125  | **Withholding and lien in respect of sums due from Developer/ Bidder**

i. Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Developer/Bidder, the EIC, EIC CLIENT, ULB Engineer or the Government 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 Developer/Bidder and for the purpose aforesaid, the EIC or the Government 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 the EIC or the Government shall be entitled to withhold and have a lien to retain to the extent of payable or which may at any time thereafter become payable to the Developer/Bidder under the same Contract or any other Contract with the Engineer-in-Charge of EPI / Government or any Contracting person through the CLIENT EIC of the Government or any Contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim. 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 EIC or Government will be kept withheld or retained as such by the EIC or Government till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration Clause) or by the competent court, as the case may be and that the Developer/Bidder 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 Developer/Bidder. For the purpose of this Clause, where the Developer/Bidder is a partnership firm or a limited company, the EIC or the Government 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.

ii. Government shall have the right to cause an audit and technical examination of the Works and the final bills of the Developer/Bidder including all supporting vouchers, abstract etc., to be made within two years after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Developer/Bidder under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Developer/Bidder shall be liable to refund the amount of over-payment and it shall be Lawful for Government to recover the same from him in the manner prescribed or in any other manner legally permissible; and if is found that the Developer/Bidder 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 Government to the Developer/Bidder, without any interest thereon whatsoever.

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<th>126</th>
<th><strong>Lien in respect of claims in other Contracts</strong></th>
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<td>Any sum of money due and payable to the Developer/Bidder (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the EIC or the Government or any other Contracting person or persons through EIC against any claim of the CLIENT EIC or the Government or such person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Developer/Bidder with the CLIENT EIC or the Government or with such person or persons.</td>
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<td>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 Government will be kept withheld or retained as such by the EIC or the Government till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration Clause or by the competent court, as the case may be and that the Developer/Bidder 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 Developer/Bidder.</td>
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<tr>
<th>127</th>
<th><strong>Levy or Taxes payable by Developer/ Bidder</strong></th>
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<tr>
<td></td>
<td>i. GST or any other taxes and duties on Materials or the Service Tax on works in respect of this Contract shall be payable by the Developer/Bidder according to Law in effect.</td>
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<td>ii. The Developer/Bidder shall deposit royalty and obtain necessary permit for supply of the earth, moorum, sand, aggregate, stone, kankar etc. from local authorities.</td>
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<td>ii. If pursuant to or under any Law, notification or order any royalty, cess or the hike becomes payable to the Government of India and does not at any time become payable by the Developer/Bidder to the State Government/Local authorities in respect of any material used by the Developer/Bidder in the Works then in such a case, it shall be Lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the Developer/Bidder.</td>
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<td>iv. In respect of works and materials procured by the Developer/Bidder, for use in works under the contract, GST, Service tax etc. will be paid by the Developer/Bidder himself.</td>
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128 Pre Check and Post Check of Bills

The EIC/CLIENT/Government shall have a right to provide a system of pre check of Developer/Bidder’s bills by a specified organization and payment by an Engineer or an Accounts Officer/ Sr. Accounts Officer/ Chief Accounts Officer/ Financial Advisor as the Government may in its absolute discretion prescribe. Any overpayments detected as a result of such pre check or post check of Developer/Bidder’s bills can be recovered from the Developer/Bidder’s bills, in the manner, herein provided and the Developer/Bidder will refund such excess payments.

129 Work not to be sublet Action in case of insolvency

The Contract shall not be assigned or sublet without the written approval of the EIC/ EIC CLIENT. And if the Developer/Bidder shall assign or sublet his Contract, or attempt to do so, or become Action in case insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Developer/Bidder, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the EIC shall have power to adopt the courses specified in under ACC sub-clause 29 (I) [When Contract can be determined/rescinded] hereof in the interest of Government and in the event of such course being adopted the consequences specified in the said Clause shall ensue.

130 Suspension of the work by the Bidder

If the Bidder, for his own reasons and not attributable to the Employer, achieves no physical progress, and the work is suspended by him for 30 days continuously, the EIC shall issue a notice of termination of the Contract and take further action as per appropriate clauses. The Bidder shall have no claim to resume the work once the notices have been issued.

131 Suspension of Work ordered by the Employer

The Developer/Bidder shall, on receipt of the order in writing of the EIC(whose decision shall be final and binding on the Developer/Bidder) suspend the progress of the Works or any part thereof for such time and in such manner as the EIC may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof, for any of the following
## Additional Conditions of Contract

### Reasons:

1. On account of any default on the part of the Developer/Bidder or;

2. For proper execution of the Works or part thereof for reasons other than the default of the Developer/Bidder; or

3. For safety of the Works or part thereof:

   a) The Developer/Bidder 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 EIC.

   b) If the suspension is ordered for reasons (i) and (ii) above, the Developer/Bidder shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part.

### Work done to be open and accessible for inspection

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 EIC / EIC CLIENT, his authorized subordinates in charge of the work and all the superior officers, officers of the third party Quality Control Agency engaged by the EIC / Govt., and the Developer/Bidder 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 Developer/Bidder, either himself be present to receive orders and instructions of have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Developer/Bidder's agent shall be considered to have the same force as if they had been given to the Developer/Bidder himself.

### Unsound, Imperfect work done

If it shall appear to the EIC / EIC CLIENT or his higher authority or his authorized subordinates in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with Materials or article 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 Developer/Bidder shall, on demand in writing which shall be made within the period specified in Contract Data from the EIC 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 Developer/Bidder failing do so within a period specified by the EIC in his demand aforesaid, then the Developer/Bidder shall be liable to pay compensation at the same rate as under Clause for non-completion of the work in time for this default.

### Rejection of work/payment at reduced rates

In such case the EIC may not accept the item of work may accept such items at
reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety, durability and utility of the item and the structure and incidental items rectified, or removed and re-executed at the risk and Cost or Developer/Bidder. Decision of the EIC to be conveyed in writing in respect of the same will be final and binding on the Developer/Bidder.

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<th>135</th>
<th><strong>Cessation of Work and Removal of Developer/Bidder’s Equipment</strong></th>
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<td>After a notice of termination under ACC sub-clause 29(I) &amp; 30 [Employer’s Entitlement to Termination for Convenience] or Clause 30 [Optional Termination, Payment and Release] has taken effect, the Developer/Bidder shall promptly:</td>
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<td>i. cease all further work, except for such work as may have been instructed by the EIC for the protection of life or property or for the safety of the Works,</td>
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<td>ii. hand over Developer/Bidder’s Documents, Plant, Materials and other work, for which the Developer/Bidder has received payment, and</td>
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<td>iii. Remove all other Works from the Site, except as necessary for safety, and leave the Site.</td>
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<th>136</th>
<th><strong>Indemnities</strong></th>
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<td>The Developer/Bidder shall indemnify and hold harmless the Employer, the Employer’s Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:</td>
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<td>i. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Developer/Bidder’s design (if any), the execution and completion of the Works and the remedying of any Defects, unless attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer’s Personnel, or any of their respective agents, and</td>
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<td>ii. damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Developer/Bidder’s design (if any), the execution and completion of the Works and the remedying of any Defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Employer, the Employer’s Personnel, their respective agents, or anyone directly or indirectly employed by any of them.</td>
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<th>137</th>
<th><strong>Developer/ Bidder’s Care of the Works</strong></th>
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<td>The Developer/Bidder shall take full responsibility for the care of the Works and Works from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under ACC sub-clause 138 [Taking Over of the Works and Sections] for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.</td>
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<td>After responsibility has accordingly passed to the Employer, the Developer/Bidder shall take responsibility for the care of any work which is outstanding on the date</td>
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stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Works or Developer/Bidder’s Documents during the period when the Developer/Bidder is responsible for their care, from any cause not listed in under ACC sub-clause 140 [Employer’s Risks], the Developer/Bidder shall rectify the loss or damage at the Developer/Bidder’s risk and Cost, so that the Works, Works and Developer/Bidder’s Documents conform with the Contract.

The Developer/Bidder shall be liable for any loss or damage caused by any actions performed by the Developer/Bidder after a Taking-Over Certificate has been issued. The Developer/Bidder shall also be liable for any loss or damage which occurs after a Taking Over Certificate has been issued and which arose from a previous event for which the Developer/Bidder was liable.

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Developer/Bidder.

### Taking over the work & sections

Except as stated in under ACC sub-clause 24(M) [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in under ACC sub-clause 31(D) [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Developer/Bidder may apply by notice to the EIC for a Taking-Over Certificate not earlier than 14 Days before the Works will, in the Developer/Bidder’s opinion, be complete and ready for taking over. If the Works are divided into Sections, the Developer/Bidder may similarly apply for a Taking-Over Certificate for each Section.

The EIC shall, within 28 Days after receiving the Developer/Bidder’s application:

i. issue the Taking-Over Certificate to the Developer/Bidder, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and Defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these Defects are remedied); or

ii. reject the application, giving reasons and specifying the work required to be done by the Developer/Bidder to enable the Taking-Over Certificate to be issued. The Developer/Bidder shall then complete this work before issuing a further notice under this Sub-Clause.

If the EIC fails either to issue the Taking-Over Certificate or to reject the Developer/Bidder’s application within the period of 28 Days, and if the Works or
### Taking over of part of the works

The Engineer in-charge may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works. The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the EIC has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

1. The part which is used shall be deemed to have been taken over as from the date on which it is used,
2. the Developer/Bidder shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
3. if requested by the Developer/Bidder, the Engineer in-charge shall issue a Taking-Over Certificate for this part.

After the EIC has issued a Taking-Over Certificate for a part of the Works, the Developer/Bidder shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Developer/Bidder shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.

If the Developer/Bidder incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Developer/Bidder, the Developer/Bidder shall (i) give notice to the Engineer and (ii) be entitled subject to under ACC sub-clause 31(J) [Developer/Bidder’s Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer-in-charge shall proceed in accordance with dispute resolving mechanism to agree or determine this Cost and profit.

If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The EIC shall proceed in accordance with dispute resolving mechanism to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under ACC sub-clause 28 (B) [Compensation for Delay], and shall not affect the maximum amount of these damages.

Upon the issue of a Taking-Over Certificate, the Developer/Bidder shall clear away and remove, from that part of the Site and Works to which the Taking-Over
Certificate refers, all Developer/Bidder’s Equipment, surplus material, wreckage, rubbish and Temporary Works. The Developer/Bidder shall leave that part of the Site and the Works in a clean and safe habitable condition. However, the Developer/Bidder may retain on Site, during the Defects liability Period, such Works, equipment as are required for the Developer/Bidder to fulfill obligations under the Contract.

140 **Employer’s Risk**

The risks referred to in under ACC sub-clause 141 [Consequences of Employer’s Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

ii. rebellion, terrorism, sabotage by persons other than the Developer/Bidder’s Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,

iii. riot, commotion or disorder within the Country by persons other than the Developer/Bidder’s Personnel,

iv. munitions of war, explosive Materials, ionizing radiation or contamination by

v. radio-activity, within the Country, except as may be attributable to the Developer/Bidder’s use of such munitions, explosives, radiation or radio-activity,

vi. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

vii. use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,

viii. design of any part of the Works by the Employer’s Personnel or by others for whom the Employer is responsible, and

ix. Any operation of the forces of nature which is Unforeseeable or against which an experienced Developer/Bidder could not reasonably have been expected to have taken adequate preventive precautions.

141 **Consequences of Employer’s Risks**

If and to the extent that any of the risks listed in under ACC sub-clause 140 above results in loss or damage to the Works, Works or Developer/Bidder’s Documents, the Developer/Bidder shall promptly give notice to the EIC and shall rectify this loss or damage to the extent required by the EIC.

If the Developer/Bidder suffers delay , the Developer/Bidder shall give a further notice to the EIC and shall be entitled subject to under ACC sub-clause 31(J) [Developer/Bidder’s Claims] to:
### Additional Conditions of Contract

#### Engineering Projects (India) Limited

**Signature of Bidder**

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<tr>
<th>142</th>
<th><strong>Intellectual Industrial Property Rights</strong></th>
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<tbody>
<tr>
<td></td>
<td>In this Clause, infringement means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” means a claim (or proceedings pursuing a claim) alleging an infringement.</td>
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<td>Whenever a Party does not give notice to the other Party of any claim within 28 Days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Clause.</td>
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<tr>
<td></td>
<td>The Employer shall indemnify and hold the Developer/Bidder harmless against and from any claim alleging an infringement which is or was:</td>
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<tr>
<td></td>
<td>i. an unavoidable result of the Developer/Bidder’s compliance with the Contract, or</td>
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<td></td>
<td>ii. a result of any Works being used by the Employer:</td>
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<td></td>
<td>a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or</td>
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<td></td>
<td>b) in conjunction with anything not supplied by the Developer/Bidder, unless such use was disclosed to the Developer/Bidder prior to the Base Date or is stated in the Contract</td>
</tr>
<tr>
<td></td>
<td>The Developer/Bidder shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Works, or (ii) any design for which the Developer/Bidder is responsible.</td>
</tr>
<tr>
<td></td>
<td>If a Party is entitled to be indemnified under this Clause, the indemnifying Party may (at its Cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and Cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party</td>
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<table>
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<tr>
<th>143</th>
<th><strong>Limitation of Liability</strong></th>
</tr>
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</table>
|     | Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any Contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in under ACC sub-clause 28(B) [Compensation for Delay]; ACC Clause No. 105 [Cost of Remedy for Defects]; Clause 29 (C) [...
Payment after Termination ]; Clause 29(G) [Payment on Termination ]; Clause 136 [Indemnities]; Clause 141 [Consequences of Employer’s Risks ] and Clause 142 [ Intellectual and Industrial Property Rights].

The total liability of the Developer/Bidder to the Employer, under or in connection with the Contract other than under ACC sub-clause 23 [Electricity, Water and Gas ], Clause 136 [Indemnities] and Clause 142 [Intellectual and Industrial Property Rights ], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated), the Accepted Contract Amount.). This Sub-clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party

### Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfill its or their Contractual obligations or which, under the Law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

i. The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and

ii. the sum payable by the Employer to the Developer/Bidder shall be the same as would have been payable under ACC sub-clause 29(G) [Payment on Termination] if the Contract had been terminated under Clause 29(G)

### Recovery

Any amount found recoverable from the Developer/Bidder shall be first recovered from the amounts due to the Developer/Bidder, or the security deposit or the sale proceeds of the Performance guarantee and if all these are not available as public demand under the Rajasthan Public Demands Recovery Act without prejudice to any other mode of recovery.

Whenever any claim against the Developer/Bidder for the payment of a sum of money arises out of or under the contract, the Department shall be entitled to recover such a sum by appropriating, in part or whole of the Performance Security or Security Deposit and/or the Security Deposit at the time of enlistment of the Developer/Bidder. In the event of the security being insufficient or if no security has been taken, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum, then due or which at any time, thereafter, may become due to the Developer/Bidder, under this Contract with the Governor of Rajasthan. Should this sum not be sufficient to cover the full amount recoverable, the Developer/Bidder shall pay the Department on demand the balance remaining dues.

### Extra Claims

Since it is an EPC contract, no extra claims on additional costs on any grounds are admissible. The Bidder is expected to include all anticipated extras in his bid
<table>
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<tr>
<th>147</th>
<th><strong>Claims dispute Resolution and Arbitration</strong></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>The dispute resolution during execution of works shall be resolved as per provision of relevant clause of contract [Arbitration]</td>
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<tr>
<th>148</th>
<th><strong>New</strong></th>
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<td></td>
<td>The works are subject to mandatory third party quality inspections as per ISO 17020</td>
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</table>

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<tr>
<th>149</th>
<th><strong>Others</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>The developer shall complete a sample flat in all respects to be approved by EIC &amp; EIC / EIC CLIENT and all other flats shall be as per this approved flat.</td>
</tr>
<tr>
<td>ii)</td>
<td>The flats shall be (G+3), or higher floors, to be constructed as per approved model.</td>
</tr>
<tr>
<td>iii)</td>
<td>The flats shall have the plinth area as per approved plans.</td>
</tr>
<tr>
<td>iv)</td>
<td>The developer shall also motivate the dwellers to form a society for maintenance and the final possession shall then only be taken over after the defect liability period.</td>
</tr>
<tr>
<td>v)</td>
<td>The designs submitted by the Developer/Bidder shall be proof checked MNIT /Govt. Engineering College / Faculty of Engineering, University of Jodhpur or any IIT with the due consent of the employer.</td>
</tr>
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<tr>
<th>150</th>
<th><strong>Facilities to be Provided to Procurement Entity</strong></th>
</tr>
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<tbody>
<tr>
<td></td>
<td>The developer / Bidder shall construct a site office for JODA and the IE with a minimum plinth area of 1000 sft at his cost, and furnish / equip (with furniture, updated technology computers / internet-wi-fi connections / printers, copiers and other documentation equipment) before the commencing with project buildings.</td>
</tr>
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<td></td>
<td>In addition to above, facilities to EPI staff shall be provided as per EPI GCC cl. 28.3</td>
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<tr>
<th>151</th>
<th><strong>Correction of arithmetical errors</strong></th>
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<tr>
<td></td>
<td>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of financial bids on the following basis:</td>
</tr>
<tr>
<td></td>
<td>1. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.</td>
</tr>
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<td></td>
<td>2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. And</td>
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<td></td>
<td>3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (1) and (2) above.</td>
</tr>
<tr>
<td></td>
<td>If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be</td>
</tr>
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</table>
forfeit ed or its bid securing declaration shall be executed

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**Procuring Entity’s right to vary quantities**

i. At the time of award of contract, the quantity of goods, works of services originally specified in the bidding document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent of the quantity specified in the bidding document. It shall be without any change in the unit prices or other terms and condition of the bid and the conditions of contract.

ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.

iii. In case of Procurement of goods of services, additional quantity may be procured by placing a repeat order on the rates and conditions of the order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.
MANUAL OF STANDARDS
AND
TECHNICAL SPECIFICATIONS

JODHPUR DEVELOPMENT AUTHORITY,
JODHPUR
Opposite Railway Hospital, PWD Colony, Jodhpur
Phone-0291-2656357, Fax-0291-2612086

email: jdajodhpur@rajasthan.gov.in
Website:- jodhpurjda.org

Construction of EWS & LIG flats (G+3) under Chief Minister's Jan Awas Yojana-2015 on turn key basis on govt. land
Contents

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### List of Symbols and Abbreviations

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<tr>
<th>Symbol</th>
<th>Description</th>
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<tbody>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>BIS</td>
<td>Bureau of Indian Standards</td>
</tr>
<tr>
<td>CBR</td>
<td>California Bearing Ratio</td>
</tr>
<tr>
<td>HDPE</td>
<td>High Density Polyethylene</td>
</tr>
<tr>
<td>HYSD</td>
<td>High Yield Strength Deformed (Bars)</td>
</tr>
<tr>
<td>IE</td>
<td>Independent Engineer</td>
</tr>
<tr>
<td>IRC</td>
<td>Indian Roads Congress</td>
</tr>
<tr>
<td>IS</td>
<td>Indian Standards</td>
</tr>
<tr>
<td>ISO</td>
<td>International Standards Organization</td>
</tr>
<tr>
<td>LL</td>
<td>Liquid Limit</td>
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<tr>
<td>MDA</td>
<td>Model Developer Agreement</td>
</tr>
<tr>
<td>MOSRTH</td>
<td>Ministry of Shipping, Road Transport &amp; Highways</td>
</tr>
<tr>
<td>NBC</td>
<td>National Building Code 2005</td>
</tr>
<tr>
<td>OMC</td>
<td>Optimum Moisture Content</td>
</tr>
<tr>
<td>PCC</td>
<td>Plain Cement Concrete</td>
</tr>
<tr>
<td>PPM</td>
<td>Parts per million.</td>
</tr>
<tr>
<td>PL/PI</td>
<td>Plastic limit of soil / Plasticity Index</td>
</tr>
<tr>
<td>QAM</td>
<td>Quality Assurance Manual</td>
</tr>
<tr>
<td>QAP</td>
<td>Quality Assurance Plan</td>
</tr>
<tr>
<td>QS</td>
<td>Quality System</td>
</tr>
<tr>
<td>RCC</td>
<td>Reinforced Cement Concrete</td>
</tr>
<tr>
<td>ROW</td>
<td>Right of Way</td>
</tr>
<tr>
<td>TMT</td>
<td>Thermo Mechanically Treated.</td>
</tr>
<tr>
<td>ULB</td>
<td>Urban Local Body (Municipal body)</td>
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<tr>
<td>JODA</td>
<td>Urban Improvement Trust</td>
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</tbody>
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SECTION-1

GENERAL
SECTION 1

GENERAL

1.1 The work shall be executed as per Provision 4A(i) of Chief Minister's Jan Awas Yojana-2015 affordable housing on govt. land by private developer in 75:25 ratio (G+3) format

Provision 4A(i)

Private Developer on Government Land or Land of Local Authority

Provision 4A (i) is for construction of Housing on Government Land in the ratio of 75:25 in which minimum of 75% area shall be used for EWS/LIG and remaining 25% area of land can be used for other categories of houses/flats/plots. In this provision EWS/LIG houses are to be constructed in G + 3 format.

General Parameters

1. Minimum area
   1 Hectare
2. Land distribution for EWS/LIG category
   The developer would take up development of total land however construction of EWS/LIG shall be on minimum of 75% of the total land. Developer shall be free to construct MIG-B/HIG flats/plots/houses (high rise permitted) on remaining maximum of 25% of total land.

3. Sale price
   Sale Price shall be Rs.1200/ sq.ft (Including Rs.50/ sq.ft for maintenance funds and Rs.150/ sq.ft for ULB) for both EWS and LIG Units, out of which maximum Rs.1000/ sq.ft. shall be paid to developer depending on the bid.

4. Allotment by
   Housing units of EWS & LIG segment constructed on 75% of the land by Local Authority to the eligible beneficiaries as prescribed by Government. Any units constructed on remaining 25% of the land will be sold by developer.
5. Completion period - For EWS/LIG component the time line for completion will as below:

a) up to 200 EWS/LIG units - 30 months
b) above 200 upto 400 EWS/LIG units - 36 months
c) above 400 upto 600 EWS/LIG units - 42 months
d) above 600 EWS/LIG units – 48 months

*Completion certificate for complete project shall be issued in proportion to completion of EWS/LIG houses.

6. Ground Coverage
   Maximum up to 50%

7. Side & Rear Setback
   Shall be minimum of 3m for building height up to 15m and minimum 6m for building height above 15m.

8. Height
   As per Building Byelaws

9. Parking
   1 two wheeler for each unit of EWS and 2 two wheelers for each unit of LIG

10. Approach road Minimum 9m
    Minimum 9m

11. EWS/LIG unit area
    For EWS 325-350 sqft super built up area & for LIG 500-550 sqft super built up area

Note:
1. To make the scheme eligible for benefits of Housing for All Mission of Government of India parameters of the guidelines as per Annexure-B are to be adhered with.
2. Other technical parameters will be applicable as per prevailing Building Byelaws/Township Policy.

Incentive to Developers
12. Land Conversion/Land use change charges
    Not applicable.

13. External Development Charges
    Cost of External Development will be borne by Local Authority on EWS/LIG component and cost of external development on 25% of remaining land will be paid by developer.

14. Building Plan Approval Fee
    As per prevailing rules to be paid by the developer on 25% remaining land area of developer.

15. FAR
    Minimum 140 units per acre and maximum up to 2.25 FAR (without betterment levy) shall be constructed on EWS/LIG component of scheme. For remaining part of the scheme as per prevailing building byelaws.

16. Split location Not applicable.
    Not applicable.
17. Commercial use
As per building byelaws proportionate to FAR consumed in different segments.

18. TDR facility Not applicable.
Not applicable.

1. Allotment of land by the Local Authority would be made through an open bidding process. ULB will first decide the height, no. of blocks and no. of flats to be constructed and shall then invite EOI's to bid for the lowest cost of construction per sq. ft. (upper ceiling limit shall be Rs. 1000 per sq. ft.). ULB shall ensure that maximum no. of EWS/LIG houses are constructed on any given plot and in no case height will be less than G+3.

2. Highest bid price for EWS/LIG shall be Rs.1000.00 per sqft.

3. To facilitate the developers to obtain finances for the project from financial agencies creation of pari-passu charge of the land shall be arranged by concerned Local Authority as the ownership of the land remains with the Local Authority.

4. The Nodal Agency designated by the State Government, shall coordinate with the Banks/Housing Finance Institutions/other financing institutions to facilitate the beneficiaries to obtain loan. All necessary help shall be extended to the beneficiaries/allottees to access these institutions for loan.

a) Roads: ROW:

Main roads 9m carriageway (min.), other roads 7m carriageway(min.),

- crust-thickness [Earthen embankment 300 mm (min.) above surrounding ground level, Subgrade-100 mm, GSB-100 mm, WMM -150 mm, and 20 mm PMC + seal Coat (B)], surfacing: BT but preferred CC roads (DLC 150 mm, 150 mm th. PQC M 30-200 mm). All internal roads to drain away to the main urban peripheral roads.

- longitudinal grade (min. 1 in 1000) and cross profile (min. 3% in BT and 1.5% in CC) as per survey and design,

- road side drains (foot path, width 1m min.), junctions etc. storm water drainage, street lights, junctions, etc. as per approved design, connectivity to peripheral network, ducts for water supply, Telecommunications, Power cables on both sides of roads.
Building Work

Anti termite treatment (Pre construction)
Design for one additional storey, seismic resistant
Developer will be fully responsible for design, structural adequacy and detailing

Ceiling height 3000 mm from finished floor

PCC M-15 1:3:6, min 100mm thick, min DPC 500 mm thick (M-20 as bear
RCC plinth

Plinth height 600 mm
Stone masonry CM 1:6
Plastering 20mm on stone masonry
12mm on brick masonry
6mm on block masonry
External plaster should be with water proofing compound @

1kg/50kg cement.
Steel Tata, Sail, Usha or other as approved by IE / RM. CONCERN ULB/
AUTHOURITY/JODA
RCC M-20 design mix, batch mix plant
Shuttering Steel plates and interlocking steel props
Flooring Kharanja 150 / 230 mm
Vitreous china tiles 600 x 600 mm floor
300 x 300 / 450 x 450 antiskid ceramic tiles ISI for toilets and
kitchens
Door frame Angle Frame EZ / local available stone chowkhat
Door opening min 900 mm , height 2100 mm,
Solid core flush doors 35mm thick, BWP grade ISI, joinery hardware as per PWD/CPWD
specifications PVC doors for toilet and internal doors

Window sill 750mm from floor, size 1000 x 1200 min, at least one in each
room, ventilators min size 600 x 600, section window
Openable steel section windows
As per IS 1038, min area of 1.2 sqm in one room with wire gauge
and guard bars and sunshades, EZ Section.

Steps Rise max 150 mm, tread min 250m, MS railing
Fire Fighting Fire fighting arrangement to be provided as per bye laws.
Kitchen Marble / Kota stone top and one stainless steel sink 450 x 600 x 200
Painting White wash inside and approved external maintenance
free wall paint outside.
First quality primer approved by CONCERN ULB/
AUTHORITY/JODA. 3 coats of first quality enamel paint on
window and flush doors.

Terracing Brickbat coba in CM 1: 5 (with water proofing compound
@1kg / 50 kg cement) with drainage slopes 1 : 60 (min)
one 100 dia RWP per 35 Sqm of terrace area.

Water Supply GI- UPVC / CPVC – ISI marked or better as approved by EIC
Fittings – ISI marked or better
OHT (675 lit / family) ISI marked Polycon, Syntex or better
GWR as per standard practice of PHED / RUIDP, pumping pipe HD UPVC
for appropriate pressure min 10 kg / sqmm, flat connections, local tanks, RWH, waste water recycling GWR for days requirement as per standard practice of PHED / RUIDP

Sanitary Services

All pies HD, UPVC for 110 mm dia min. UPVC pipes – ISI marked or better Wares WC – Hindustan, Cera or equivalent Fixture – ISI marked or better MH- Precast RCC, Ferro Cement Concrete STP – 540 lt/ flat / day- connecting the effluent to the urban sewerage. Tree Plantation, Landscaping Rain water harvesting and waste water recycling Sanitary layout plans and materials to be approved, by RM/EIC, CONCERN ULB/ AUTHOURITY/JODA.

Electrical

Transformer, feeder / distribution, service lines and housing wiring (copper ) meter, earthing, street lighting etc, connectivity to peripheral network Telecom lines, CFL fittings and Fixtures, min 2 light points, 1 fan point, 2 plug points, one TV point in each room, one power point for geyserin toilet, exhaust fans in kitchen and toilets, Call bells, street light at 30 m c/c on PCC Poles 9 m high. CondJODA – PVC – ISI Copper wires – cable – ISI Switches – ISI MCB/MCCB- Havels or better as approved by RM, CONCERN ULB/ AUTHOURITY/JODA Electrical Bell – approved Light fixtures – ISI MX Boxes 18 G – as per design The developer shall evaluate the electrical load and **construct a suitable power GSS as per approved design to cater to the projected power load.** Power supply distribution plans and layouts to be approved. By IE, CONCERN ULB/ AUTHOURITY/JODA.

Campus Road – 5.5 Mtr. M-30 grade (with DCC or roller CC) with 1.5 m hard shoulder Road ROW 7.5 m/ 9.0m)

GSB -150 mm Gr II Base- 2 layers of WMM 150 mm th. each Primer and 20 mm Th. PMC with seal coat
CC Road

GSB -150 mm Gr II
DLC -1 50 mm th. Laid with paver
CC- M-30, 200 mm th. Laid with paver
Side Drains – CC M-15
Kerbs / footpaths – CC M-15

STP – 540 lt/ flat / day- connecting the effluent to the urban sewerage.
Tree Plantation, Landscaping

Rain water harvesting and waste water recycling

Facilities

Location of Bus stops, public toilets, providing fire hydrants, solid waste management, Parks, Play Grounds, PHC, community / livelihood centre, crutch, small local market, cycle rickshaw stand, auto stand, thela stand etc, water huts, land for religious places, parking places, constructed community spaces with covered plinth area equal to one percent of the total super built up are of the project. One fully equipment and connected site office 1000 sqft plinth area for employer, compound wall, gates and security structure. Pre-engineered / Pre cast RCC will be preferred.
Letter – Boxes, crutch, PHC etc.
Drain (Road side and Campus)- Precast RCC (M-20) with RCC Cover .

Min. 1 mtr. width to be used as footpath .
Due provision for handicapped person’s Ramp.

Timeline for Completion of the project

(A) For EWS/LIG Component of all the provisions shall be as below :-

(i) up to 200 EWS/LIG units - 30 months
(ii) above 200 upto 400 EWS/LIG units - 36 months
(iii) above 400 upto 600 EWS/LIG units – 42 months
(iv) above 600 EWS/LIG units - 48 months

(B) Completion certificate of the main project or developers own project shall be issued in proportion to the completion of EWS/LIG houses

(C) If the developer completes construction of EWS/LIG houses within the scheduled period without getting any extension, the developer will get extra incentive of 0.10 FAR (equivalent to 10% of plot area used for EWS/LIG. component) without betterment levy in the projects developed under any Chief Minister's Jan Awas Yojana-2015 36 provision except provision 1A and this can be given as TDR after obtaining completion certificate from the nodal agency/local authority.

(D) The period of completion shall be counted from the date of final release of approved Building Plans by the Urban Local Authority.

(E) In case the developer fails to construct EWS/LIG housing units within the stipulated time, penalty shall be imposed as follows :-

For first three months Rs.50/- per sq.ft.
(i) For next three months Rs.100/- per sq.ft.
(ii) For next six months Rs.200/- per sq.ft.

In case the construction is not completed even after six months after the stipulated time, the State Government may extend the period by another six months with charging penalty @ Rs. 200/- per sq.ft. After the expiry of extended time in case developer fails to complete the project, the Local Authority shall take over the project and get the remaining work completed and the incentives of TDR etc. shall be withdrawn. In case EWS/LIG components are not completed within the extended time period by private developers, sanction of the building plans of the complete project including the main project in case of split location, shall stand cancelled.

2 Developer will get:

Max Rs.1000.00 P.Sqft.( The super built up area for EWS flats shall be 325 – 350 sqft and for LIG 500-550 sqft.

25% land utilization shall be as per prevailing building / Town ship byelaws

2.25 FAR without betterment levy

Developer have to pay 1% of project cost to concern ULB / AUTHOURITY for project supervision and management. No price escalation will be allow. for approval and comments, if any. In particular, such comments shall specify the conformity, or otherwise, of such designs and Specifications with the requirements specified in this Manual and the BIS, IRC codes. The conditions specified in subsequent para 1.13 may also be referred to.

1.3 At least two weeks prior to commencement of the work, the Developer shall draw up a Quality Assurance Manual (QAM) covering the three tiered Quality System (QS), Quality Assurance Plan (QAP) and documentation for all aspects of the testing on buildings and other works and send two copies each to the ULB for review. The class of quality assurance shall not be less than Q-3. This will be approved within a week by the ULB and others.

1.6 The Codes, Standards and Technical Specifications applicable for the design of housing project components are:

(i) Bureau of Indian Standards (BIS) specifications for buildings, services & structures.
(ii) National Building code 2005 for planning, safety and structures.
(iii) Indian Roads Congress (IRC) Codes and Standards, for roads, drainage, parking, Plantation etc.
(iv) Any other standards referred to in the Manual and any supplement issued with the bid document.

1.7 Latest version of the Codes, Standards, Specifications, etc. notified/published before the last date of bid submission shall be considered applicable.

1.8 The terms BIS, shall mean the Bureau of Indian Standards, MORT&H is 'Ministry of Road Transport and Highways' or any successor or substitute thereof shall be considered as synonymous. IRC is Indian Roads Congress.

1.9 The terms 'Engineer' used in the Specifications shall be deemed to be substituted by the term "Independent Engineer" to the extent it is consistent with the provisions of the Development Agreement and this Manual. It will also mean the Executive/Assistant Engineer of the JODA.
1.10 In case of any conflict or inconsistency with the provisions of the applicable B I S, IRC Codes, Standards or MOSRTH Specifications, the provisions contained in this Manual and the Specifications and Standards specified in this Manual shall apply.

1.11 In the absence of any specific provision on any particular issue in the aforesaid Codes or Specifications read in conjunction with the Specifications and Standards contained in this Manual, the following Standards shall apply in order of priority:

   (i) Bureau of Indian Standards (BIS)
   (ii) IRC/ CPWD/ British Standards, or American Association of State Highway and Transportation Officials (AASHTO) Standards, or American Society for Testing and Materials (ASTM) Standards
   (iii) Any other specifications / standards proposed by the Developer and reviewed by the IE.

1.13 **Alternative Standard and Specifications:-**

The requirements stated in the Manual for the design of the housing Project are the minimum. The Developer will, however, be free to adopt international standards, practices on precast/ prefabricated housing, Mivan shuttering, alternative specifications, methodologies materials and standards to bring in innovation in the design and construction provided they are comparable with the standards prescribed in the Manual. The Specifications and techniques which are not included in the BIS/ IRC Specifications /State PWD Specifications shall be supported with authentic standards and Specifications like NBO, Euro Codes, British Standards and Australian Code etc Such a proposal shall be submitted by the Developer to the JODA / Independent Engineer / Employer for approval and comments, if any. In case, the JODA /Independent Engineer is of the opinion that the proposal submitted by the Developer is not in conformity with any of the international standards or codes, then he will record his reason for non-acceptance and convey the same to the Developer for compliance. A record shall be kept by the JODA, of the compliance by the Developer of the minimum Specifications and Standards specified in the Manual and any non-compliance shall be dealt with in terms of the provisions of the Project Agreement. The Developer shall be responsible for adverse consequences, if any, arising from any such non-compliance.

1.14 Before taking up any construction or maintenance operations the **Developer** shall first work out a **safety** plan as per National Building Code part 7: “Constructional Practices and safety" to ensure the following:
(i) Safety of workmen with helmet, safety belts/ chain, shoes, gloves and insulating pads etc. during the period of construction (including but not limited to the adequate illumination during night time, use of potable water for construction and human consumption) and the education of potential inconveniences / delays to passer byes.

(ii) Safety of the workers engaged in neighboring construction

(iii) The reliability of equipment, shuttering and scaffolding, power installations etc. during construction shall conform to the requirements of BIS Code for safety at Construction sites and corresponding Specifications. The Developer shall furnish and comply to a safety plan as per the above code.

(iv) The Developer shall communicate the proposal for safety of traffic and workers during construction to the JODA for review and comments, if any.

(v) The developer shall procure a comprehensive insurance cover (Contractor’s All Risk) for the men, materials, machineries and equipment including adequate third party liability for the project. The cover shall include the JODA / Employer’s men, material, machinery etc.

(iv) The developer shall comply to all labour welfare regulations/ acts in force and maintain due documentation in compliance to the above.

(vii) The developer shall construct a site office for JODA and the IE with a minimum plinth area of 1000 sft at his cost, and furnish/equip (with furniture, updated technology computers/internet-wi-fi connections/printers, copiers and other documentation equipment) before the commencing with project buildings.

1.15 The Developer shall set up an adequately equipped field laboratory (refer page 53 of the bid document) for testing of materials and finished products as prescribed in B I S Specifications It shall house all necessary codes and books of specifications also. It shall make necessary arrangements at his cost for additional/confirmatory testing like the rebound hammer/ UVR of R C C o r any materials/products for which facilities at site laboratory are not available.

1.16 Definitions and Interpretation

All the obligations of the Developer arising out of the provisions of this Manual shall be subject to, and shall conform to the provisions of the Developer Agreement.

1.17 This Manual is for Construction of Mega Housing for EWS &LIG in Rajasthan under the Chief Minister Jan Awas Yojana-2015

2.0 Payment :-

As indicated in the RFP, the developer shall be paid (after statutory deductions and satisfactory reports on Third Party Quality Inspections) through an escrow account maintained in the name of JODA. The loan amount transferred to the ESCROW account will be released by the Local Authority in 8 installments to the developer at different stages of construction as follows based on the certificate issued by 3rd party/nodal agency, after the verification of the progress of work under the approved work plan and cash flow The payment shall be in the following different stages as per
percentages as under :- :-

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>(i)</td>
<td>After approval of Plans and commencement of foundation work</td>
<td>10%</td>
</tr>
<tr>
<td>(ii)</td>
<td>Roof level of ground floor</td>
<td>15%</td>
</tr>
<tr>
<td>(iii)</td>
<td>Roof level of first floor</td>
<td>15%</td>
</tr>
<tr>
<td>(iv)</td>
<td>Roof level of second floor</td>
<td>15%</td>
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<tr>
<td>(v)</td>
<td>Roof level of third floor</td>
<td>15%</td>
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<tr>
<td>(vi)</td>
<td>On handing over to ULB</td>
<td>20%</td>
</tr>
<tr>
<td>(vii)</td>
<td>After six months of handing over</td>
<td>5%</td>
</tr>
<tr>
<td>(viii)</td>
<td>After twelve months of handing over</td>
<td>5%</td>
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</table>

3.0 Period of Completion:-

The maximum period of completion of a package shall be as per technical parameters as under from the date of commencement except for force majeure conditions but including the rainy and other seasons.

Technical Parameters for Developers:-

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Category</th>
<th>Minimum Net Worth of the Company Rs.</th>
<th>Minimum Turn over (Combined in last 5 or less years in housing including infrastructure) Rs.</th>
<th>Experience of housing/land development/infrastructure projects years</th>
<th>Time period for completion of the complete project on 75 land years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(a) Upto 10 Acre</td>
<td>5 Cr.</td>
<td>30 Cr.</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>
Note:

(i) Net Worth means paid up capital+ reserves-losses if any.

(ii) The requirement in column 3,4,5 shall be calculated on the basis of the experience of the applicant company along with the present/previous experience of the parent/sister concerns working in real estate sector subject to the condition that one of the directors of the applicant company shall also be the director of the parent/sister concern and shall have majority of shareholding in them.

(iii) Joint venture/special purpose vehicle/consortium can also be considered for eligibility.

(iv) The Net Worth and turnover of any joint venture company having experience in the field other than real estate sector shall also be considered for the eligibility criteria.

(v) The Government on the basis of any justified delay can extend the completion period by maximum of two years.

4.0 Construction on 25% Land Parcel provided free to the Developer:-

It could be started by the developer after the RCC/Steel framed structure for the project buildings is complete and may follow the project work lagging by 25% of the completion period of the project. The specifications and workmanship in the developer’s part and the mass housing project should be equally good and comparable.

5.0 Taking over Building blocks completed in all respects:-

The developer could offer building blocks completed in all respects including services and disposals before the end of final completion period. The JODA may accept such building blocks if the completion certificate has been issued by the IE, JODA and occupancy certificate can be issued by the JODA. However, the defect liability period of the entire project shall commence when all blocks have been completed and handed over.

6.1 Other decisions by the Employer during execution:-

The developer could approach the JODA, employer for any major issues which could economise the cost of execution or result in early completion, result in energy savings to the occupants, or improve the durability of constructions. Such issues could be considered if the overall cost of the project is not increased and the resulting benefit is credited to the Employer.
SECTION-2

OBLIGATIONS OF THE DEVELOPER & JODA
SECTION 2

OBLIGATIONS OF THE DEVELOPER & JODA

1. The Jodhpur Development Authority on behalf of the Govt. of Rajasthan commits that:
   
a) To hand over possession of at least 60% of the encumbrance free site on the date of stipulated commencement i.e. within 30 days of the signing of the contract agreement and submission of the performance security.
   
b) To support the developer in obtaining service connections for power, and water, obtain environment impact clearance (especially if tree cutting is involved), obtain social impact mitigation approvals, obtain approval to drill a tube well for requirement of water for the stakeholders and others in the building complex as per Govt. law and rules in force.
   
c) To convey approvals to i) layout plans, ii) designs, iii) working drawings etc. sought in a minimum period but not later than 45 days in any case.
   
d) To coordinate with the Independent Engineer and the GoR for early decisions (technical) on the project.
   
e) To process release of payments by the JODA through the escrow account, as per schedule against developer bills where these are due.
   
f) To create a non-interfering / supporting working environment at the project site.

2. The Developer commits that:
   
i) To prepare a comprehensive & dependable project report after all required surveys, sub-soil and geo-tech investigations, tests on local and other materials, proposing methodologies and output test parameters. The developer shall not depend on the information provided by JODA or other
   
ii) The architectural plans be designed by a qualified and experienced architect, including structural designs, services, landscaping, firefighting, rainwater harvesting, committed Service / Ground water reservoirs of adequate capacities, drainage, roads, campus power lines, sewerage, common facilities, security, livelihood centre, crush, playground for children, parking areas, health centre, required elements of green buildings concept etc.
   
iii) The works be supervised by qualified and experienced building engineers, structural engineers, concreting & shuttering foreman, Electrical, water supply and sanitary engineers, and other specialist engineers. Safety at the work site be the first priority.
   
iv) To establish a fully equipped field laboratory with equipment (preferably NABL accredited), temperature controlled, experienced testing personnel, consumables, testing environment, all codes and books of specifications etc.
   
v) To comply to the instructions of the JODA and the third party quality inspections as per ISO 17020.
vi) To make available the best of the specified materials, machinery and equipment, experienced 
trained operating personnel, fittings and fixtures, etc.

vii) To produce and use design mix concrete from a batch mix plant, tested steel reinforcement and PVC cover blocks. To limit the use of fly ash and other pozzolana to a maximum of 20% in using RMC. To use only properly designed metal shuttering, and interlocking steel props.

viii) To provide detailed working drawings for all components and also completion drawings on completion of works.

ix) To create and support a positive working environment at site.

x) To achieve the targeted physical progress at the project. The proposed mile stones to be achieved shall be committed by the developer on the construction programme to be submitted for approval to the JODA. Failure to achieve the mile stones shall attract imposition of liquidated damages as per contract.
SECTION-3

GENERAL DESIGN FEATURES
SECTION-3

GENERAL DESIGN FEATURES

3.1 General

(i) This Section lays down the standards for Controls for design and general/ specific features for construction of housing complexes as per part 3 to 10 of the National Building code 2005. These shall be reviewed and approved by the Independent Engineer before execution.

(ii) (a) The campus roads shall have a minimum ROW of 9 m and the main arterial roads shall have a ROW of 20 m. These shall integrate with the urban roads connecting the Project complex to the main town, Railway station, Bus depots, Hospital, School, Police station etc.

(b) The services like drainage, sewerage, Power lines, road side illumination, water supply, telecommunication, etc. shall be designed and integrated to the main urban network. Others like fire detection, Alarm & fighting, rainwater harvesting, parking, plantation and landscaping, play areas, community /livelihood center shall be designed and provided as per NBC 2005.

(c) The stakeholders in EWS & LIG categories may require space on ground for parking, domestic cattle, cycle rickshaw trolleys, two wheelers etc. The project should provide for these.

(d) The buildings shall be designed after due surveys, subsoil and geo-tech investigations, requirements of earthquake resistant designs, expansion joints etc.

(e) Special care shall be taken for foundations in clayey or black cotton soils against capillary rise of moisture and the shrink and swell of the soils and to counteract against these characteristics.

(iii) The architectural designs of the flats shall confirm to provisions of the NBC 2005 for the sizes of rooms, kitchens, toilets, orientation, light and ventilation etc. and the structural design of the Project buildings and services shall conform to the B IS standards as a minimum. The Developer shall ensure that the constructions are conforming or better than the requirements of BIS. It will be preferred to use Materials, fixtures, pipes, wires and cables, joinery, sanitary wares and water supply.

(IV) As far as possible, uniformity of design standards shall be maintained throughout the Project. In case of any change, it shall be effected with the due approval of the JODA.

(v) The JODA intends to prefer precast prefabricated RCC construction, Mivan shuttering construction in the best interests of quality and period of completion. The Technical evaluation of the bids this will carry due weightage for this technology.

(vi) In case of insitu construction, cement concrete shall be manufactured with batch mix plants (weight based) as per the approved design mix, all shuttering and scaffolding shall be designed with shuttering ply or steel plates and steel props and pipes, plastic cover blocks used for cover to steel etc. shall be provided. All materials shall be tested and duly approved by the Independent Engineer.

(vii) The door frames shall be pressed steel filled with concrete. All door shutters shall be factory
made solid core flush doors conforming to IS 2202, BWP grade 35 mm thick. The Kitchen and toilet doors shall have melamine coating to prevent ingress of water.

(viii) The flooring shall be polished Kota stone/Marble/Vitrified Tile laid over granular filling and PCC M10 as per design.

(ix) Anti-termite treatment (preconstruction) shall be provided as per BIS.

(x) The terracing shall be in Brickbatcoba in Cement Mortar 1:5 as per standard CPWD specifications. The terraces shall have a slope and RW pipes as per BIS.

(xi) The walls etc in case of insitu construction shall be with best local materials like stone or bricks (>75 kg/sqcm strength) with a min. of 20 mm th plaster in CM 1:6 on stone and 12 mm th in case of brick walls. External plasters shall use water proofing compounds.

(xii) RCC in OPC shall be cured for 28 days and that with PPC shall be cured for 40 days.

(xiii) All materials shall conform to BIS specifications as the minimum, a select list of which is appended with the appendices. For other materials also, the developer shall refer the relevant BIS code.

3.2 (i) Designing these buildings on the Green building concept/ energy efficiency concept with solar lights, geysers, plastic doors and windows, energy efficient light fixtures may optimize the O&M expanses.

(ii) Buildings shall be designed (as per IS 456-2000) for one additional storey then the proposed construction and shall have Earthquake resistance structural provisions. Buildings planned with more than G+3 stories shall be provided with elevators.

(iii) Due provisions be made for handicapped persons with ramps and toilet entries.

(vi) All campus roads shall be 7 m wide Cement Concrete M 30 grade (with DLC/ or Roller CC as per design) with 1.5 m hard shoulders and the design of pavement / geometrics, profile, junctions shall be approved by the Independent Engineer.

(v) All road side and campus drainage shall be in precast RCC (M 20) with the RCC cover (min width 1.00 m) used as a footpath. These shall be designed as per relevant IRC codes.

(vi) The project should be environmentally richer than it was with plantation of trees, shrubs and ground cover. These social categories also deserve the best of the environment.

(vii) The waste water may be treated and recycled to optimize its use. Solid waste may be disposed through the main town systems.

(viii) Other user facilities may be provided as required.

3.3 Form Work

The Developer shall be responsible for the safe, workable design and methodology for all temporary or permanent forms, staging and centering required for supporting and forming the concrete of shape, dimensions and surface finish as shown on the drawings. The following guidelines shall be adopted :

(a) Only steel formwork with interlocking steel props etc. shall be permitted. Use of Wooden ballies are strictly prohibited.

(b) Shuttering oil (release agent) used shall be such, which permits easy removal of shutters.
without leaving stains or other marks on the surface of the concrete. Requirements given under Clause 3.5 of IRC:87 shall also be complied with.

(c) In case of tubular staging of heights more than 10 m, special attention shall be paid to the structural adequacy of the system, efficacy of the connections (clamps etc), and foundations. Foundation blocks of adequate thickness in M15 cement concrete shall be provided under the base plates to prevent unequal settlements.

All bent tubular props shall be straightened before re-use and the member with deviation from straightness more than 1 in 600 of its length shall not be re-used. For re-used props, suitable reduction in the permissible loads shall be made depending upon their condition in accordance with recommendations of the manufacturer and as reviewed by Independent Engineer.

3.3 **Design Report:**

The Developer shall furnish the design report including the following to the JODA/for his review and comments, if any

(i) Sub surface exploration / geo-tech investigation, materials test report.
(ii) Design and drawings of foundations, substructure and superstructure of structures.
(iii) Any other information relevant to the design report.
SECTION-4

MATERIALS
AND
SPECIFICATIONS
FOR
STRUCTURES
SECTION-4

MATERIALS AND SPECIFICATIONS FOR STRUCTURES

4.1 Responsibility for Design and structural adequacy:
The developer shall be fully responsible for the design, structural adequacy and detailing of buildings, roads, drainage and all other structures. The review by JODA Independent Engineer shall not relieve the developer of this responsibility.

4.2 General:
(i) All materials to be used in the structures shall be in conformity with the BIS/ IRC/ Specifications, unless specified otherwise in this Section. If the Developer proposes to use any material, which is not covered in BIS/ IRC/ Specifications, it shall conform to relevant International Standards, if there are any, or to the requirements specified in this Manual. Proprietary products proven by international usage in comparable building projects, proposed to be used shall be supported with authenticated licensing arrangement with the manufacturer.

(ii) The Developer shall identify the proposed sources of materials and submit the proposal to JODA for review and comments, if any, prior to delivery. If it is found that proposed sources of supply do not produce uniform and satisfactory products at any time during execution, the Developer shall procure acceptable materials conforming to the specifications from other sources.

(iii) The samples required for review shall be supplied well in advance, at least 48 hours or minimum time required for carrying out the relevant tests, whichever is more. Delay in submission of samples shall not be acceptable as a reason for delay in completion of the works/extension of time for completion.

(iv) In case of manufactured items, the Developer shall submit to the JODA for review and comments, if any, the details pertaining to the product like make, ISI marking, product catalogue, instructions on installation testing and commissioning, guarantee/warrantee etc. . The item shall be procured only after due approval by JODA.

(v) The Developer shall set up a full-fledged laboratory at site, as per the agreement for testing of all materials and finished products. He shall make arrangements for additional/confirmatory testing of any material including imported materials/products for which facilities at site laboratory are not available.

4.3 Structural Concrete:
(a) The Concrete for use in structures shall conform to the provisions in IS 456-2000, Clauses 302.6 to 302.9 of IRC:21 and Section 1700 of MOSRTH Specifications. Sampling and Testing of Concrete shall be as per Clause 302.10 of IRC:21. Acceptance criteria for concrete shall conform to Clause 302.11 of IRC:21. Concrete to be produced shall conform to the specified requirements.

(b) A dense and well compacted concrete provides effective protection against corrosion of steel in reinforced concrete members. To achieve this, the Developer shall pay special attention to the following elements, which have a bearing on the production of a durable concrete:

(i) Quality of materials - cement, aggregate, water and admixtures, both mineral and chemical,
(ii) Mix design,
(iii) Mixing and placing of concrete - Concrete shall preferably be produced in a mixing and batching plant,
(iv) Vibration and compaction,
(v) Curing,
(vi) Cover to reinforcement, and
(vii) Detailing.

(c) The following points are also important in production of durable concrete, which shall be duly considered and adopted:
(i) Minimum chloride content in concrete as specified in IRC:21
(ii) Regular testing of water used for making concrete as per IRC:21
(iii) Compatibility testing of admixtures with type of cement,
(iv) Permeability test for concrete,
(v) Testing of aggregates for alkali-silica reaction.

(d) The mix designs for concrete shall be got reviewed by the Independent Engineer prior to construction.

4.4 Cement :
Any OPC/PPC of cement specified in IRC:21 or IS 269, 8112, or IS 1489 for PPC : may be used for the works subject to limitations, if any, specified therein.

4.5 Coarse Aggregates :
(a) Before the commencement of the works, at least three samples in accordance with the procedure laid down in IS: 2430 shall be taken for each quarry source to ascertain the quality, s JODA ability and fitness of the available material for use in the works. Fresh tests shall be conducted, in case there is any change in the source or the type of rock being quarried. The proposal, along with a copy of test reports, shall be submitted to the Independent Engineer for review and comments, if any.
(b) Aggregates having more than 0.5% sulphate as SO3 and water absorption more than 2% may not be used.
(c) In case of doubt, the alkali-aggregate reactivity shall be tested in accordance with IS: 2386 (Part 6). Coarse aggregates having positive alkali-silica reaction (ASR) shall not be used.
(d) The maximum value of flakiness index for coarse aggregates shall not exceed 35 percent.

Sand/Fine Aggregates
(a) All fine aggregates shall conform to IS:383 and tests for conformity shall be carried out as per IS:2386 (Part I to VIII). The fineness modulus of fine aggregates shall be between 2.0 and 3.5
(b) Before the commencement of the works, at least three samples as per IS: 2430 shall be taken for each quarry source, to ascertain the quality, sJODAability and fitness of the available material for use in the works and the proposal along with a copy of test reports shall be submitted to the Independent Engineer for review and comments, if any.
(c) Fine aggregates having positive alkali-silica reaction shall not be used.

Water
(a) Water for use in the works for mixing and curing shall be in conformity with Clause 302.4 of IRC:21 or IS 456-2000 (Cl; 5.4)
(b) Water from each source shall be tested before the start of works and thereafter every three months and after each monsoon, till the completion of the works and proposal along with a copy of test reports shall be submitted to the Independent Engineer for review and comments, if any.

Chemical Admixtures
(a) Chemical Admixtures are proprietary items and shall be obtained only from reputed manufacturers with proven track record, quality assurance and full-fledged laboratory facilities for manufacture and testing.
(b) The chemical admixtures shall comply with IS: 9103 and meet the requirements stipulated in Clause 5.5 of IS:456.

4.8 Steel :
4.8.1 Reinforcement/Un-tensioned Steel : IS 1786: Brands: Tata, Sail, or others as approved by JODA
(i) All reinforcing steel for use in works, shall be procured from original producers or their authorised agents.
(ii) Only new steel shall be brought to the site. Every bar shall be inspected before assembling on the work and defective, brittle or burnt bars shall be discarded. Cracked ends of bars shall be cut before use.
(iii) All reinforcement shall be free from loose rust and coats of paints, oil, mud or any other substances, which may destroy or reduce bond. The reinforcement bars bent and fixed in position shall be free from loose rust or scales, coats of paints, oil, mud or chloride contamination and other corrosion products. Where cleaning of corroded portions is required, effective method of cleaning such as sand blasting or other method shall be submitted to the Independent Engineer for prior review and comments, if any.
4.8.2 Structural Steel
All structural steel, castings and forgings, fasteners (bolts, nuts, washers and rivets), welding consumables, wire ropes and cables shall conform to the provisions of Clauses 505.1.2, 505.2, 505.3, 505.4 and 505.6 of IRC:24 respectively.

4.9 Storage of Materials
All materials shall be stored at proper places so as to prevent their deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work. Any material which has deteriorated or has been damaged or is otherwise considered defective after review by the Independent Engineer shall not be used in the works and shall be removed from site by the Developer at his cost. Such materials shall not be made acceptable by any modifications.

4.10 Reports to be submitted
The Developer shall submit test results of all materials and finished products proposed to be used in the Project Highway, as specified in the QC documents, to the Independent Engineer for review and comments, if any.

4.11 New materials: In case the developer proposes some new materials, not hitherto used in Rajasthan, he shall submit the original (relevant) code of specification and the reference to the projects where used and the comments by the client (not below the rank of Executive Engineer) on their performance.

4.12 Similarly, in case a technology other than cast-in-situ, precast RCC or pre-engineered steel frame construction is proposed, detailed literature on the technology, projects where used and comments by the client (not below the rank of Executive Engineer) on their performance. The reasons of preference of such technologies on optimization of costs and period of construction should also be submitted in details. The benefits of such optimization vis-à-vis the established should be transferred to the project. Technologies, not tried and tested are not advised to be proposed.

4.13 Local building materials:
These have a optimizing effect on the cost provided they conform to the specifications and the requirements of durability. Test values on such materials be submitted for acceptance by the JODA. The developer shall have to insure the structures constructed with such materials for a period of 20 years.

4.14 General specifications for the works:

4.14.1 Buildings:

<table>
<thead>
<tr>
<th>particulars of Item</th>
<th>specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>sand for drainage layer, foundation, backfill and under floors (where required for clayey soil beds):</td>
<td>grading zone I/II</td>
</tr>
<tr>
<td>foundation concrete:</td>
<td>pcc m10-100 mm thick.</td>
</tr>
<tr>
<td>foundation masonry:</td>
<td>rr stone/brick (1st class-75 kg/sqcm) masonry in cm 1:6</td>
</tr>
<tr>
<td>bitumen paint below DPC</td>
<td>VG 30 @ 1.7 kg/sqm in 2 layers</td>
</tr>
<tr>
<td>DPC: 100 mm th.</td>
<td>RCC M 20 with nominal reinforcement (2#12 at bottom and 2#10 at top, stirrups; 8 mm at 300 c/c)</td>
</tr>
<tr>
<td>Plinth protection-600 mm wide, 1% outward slope</td>
<td>PCC M 10, 75 mm th. over stone/brick kharanja 150/230 mm th.</td>
</tr>
<tr>
<td>superstructure masonry</td>
<td>brick (1st class-75 kg/sqcm), CC blocks masonry in CM 1:6, RR Stone masonry 300 mm th. on all 3floors, BW 230 mm th. on all floors. PCC block masonry in CM 1:6 (min. 200 mm th)</td>
</tr>
<tr>
<td>partition walls</td>
<td>BW / PCC blocks (75 mm th) in CM 1:6</td>
</tr>
<tr>
<td>reinforcement steel: IS 1786</td>
<td>tata, sail, usha, or equivalent as approved by the IE</td>
</tr>
<tr>
<td>roofing</td>
<td>RCC, M20 as per design</td>
</tr>
</tbody>
</table>
| flooring (everywhere including kitchen and toilets, steps): GF | non plastic soils: (i) local soil well compacted. (ii) stone on end / brick on end kharanja 150/230 mm th. (iii) PCC M10: 100 mm th. (iv) vitrified, antiskid, ceramic tiles. In kitchen and toilets, as per approval,
<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terracing</td>
<td>i) VG 30 @ 1.7 kg/sqm in 2 layers ii) Brick Bat Coba as per CPWD specifications.</td>
</tr>
<tr>
<td>PCC M 15 coping</td>
<td>50 mm th. Precast, top slope 1% (inwards)</td>
</tr>
<tr>
<td>Rain water down take pipes.</td>
<td>1-110 mm dia for each 35 sqm of terrace area, brought down to plinth protection level, duly encased in BW in CM 1:6.</td>
</tr>
<tr>
<td>Plasters inside</td>
<td>CM 1:6, 20 mm over stone masonry and 12 mm th. over BW and 6 mm th. over Block masonry</td>
</tr>
<tr>
<td>Ceiling plaster</td>
<td>Should not be required</td>
</tr>
<tr>
<td>Skirting/Dado</td>
<td>Glazed tiles of approved make and size.</td>
</tr>
<tr>
<td>Plastering out side</td>
<td>CM 1:6 with water proofing compound.</td>
</tr>
<tr>
<td>Joinery: Frames</td>
<td>Pressed steel door frames (125mmx65 mm for Double Rebate and 100 mm x50 mm for Single Rebate), Ferro cement paneled., Alternatively: Factory made solid core</td>
</tr>
<tr>
<td>-do-Shutters 35 mm th, anodized</td>
<td>Aluminum hardware. thumb flush doors, BWP grade marked IS 2202, or PVC (for internal doors) Windows to have fixed wire gauge outside.</td>
</tr>
<tr>
<td>-do-Toilet shutters</td>
<td>PVC doors 35 mm th.</td>
</tr>
<tr>
<td>Paints</td>
<td>1st quality primer Asian, British, Nerolac or equivalent approved by JODA and 3 coats of 1st Quality enamel paint of any of the above brands. Colours to be approved by RAVIL</td>
</tr>
<tr>
<td>Wall finishing</td>
<td>Birla putty.</td>
</tr>
<tr>
<td>White wash in side</td>
<td>3-4 coats</td>
</tr>
<tr>
<td><strong>Water supply</strong></td>
<td></td>
</tr>
<tr>
<td>GI/ uPVC Pipes/ fixtures _PVC 10 kg/sqcm and 20 kg/sqcm pressure.</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>Non-pressure pipes</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>Fittings:</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>OHT 675 lit/family ; Double walled</td>
<td>ISI marked Polycon , Sintex or better</td>
</tr>
<tr>
<td><strong>Sanitary services</strong></td>
<td></td>
</tr>
<tr>
<td>uPVC Pipes / specials all dia</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>Wares: WC</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>Fixtures: PVC</td>
<td>ISI marked or better</td>
</tr>
<tr>
<td>MH</td>
<td>Precast RCC, Ferro cement covers.</td>
</tr>
<tr>
<td>Septic Tank</td>
<td>One for 500 users</td>
</tr>
<tr>
<td>Soakage pits</td>
<td>Two for each for above</td>
</tr>
<tr>
<td><strong>Electrical Installation</strong></td>
<td></td>
</tr>
<tr>
<td>CondJODA: PV</td>
<td>ISI marked</td>
</tr>
<tr>
<td>Copper Wires/cable</td>
<td>--do---</td>
</tr>
<tr>
<td>Switches</td>
<td>--do--</td>
</tr>
<tr>
<td>MCB/MCCB</td>
<td>Havel’s or better as approved by RM RAVIL.</td>
</tr>
<tr>
<td>Earthing Jell</td>
<td>Approved</td>
</tr>
<tr>
<td>Light fixtures</td>
<td>ISI marked</td>
</tr>
<tr>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>MS boxes 18G</td>
<td>18 Gauge, As per design</td>
</tr>
<tr>
<td>Joinery hardware</td>
<td>As per PWD specifications, Approved by Resident Manager RAVIL.</td>
</tr>
</tbody>
</table>

**Roads: BT**

| Embankment | Local non plastic soil, In case of clayey subgrades, mixture of soil (70%) and sand (30%) |
| Sub-base | GSB-100 mm, Grade II |
| Base | 1 layers of WMM 150 mm th. |
| Primer and 20 mm th. PC | |

**Roads: CC**

| Embankment | Local non plastic soil, In case of clayey subgrades, mixture of soil (70%) and sand (30%) |
| Sub-base | GSB-100 mm, Grade II |
| DLC | 150 mm th. laid with paver |
| CC, M10 | 100 mm th. laid with paver |
| Side drains | CC M15. |
| Kerbs/foot path | CC M15 |

**Note:**
1. Better materials and fittings shall be approved by the JODA.
2. Samples of hardware shall be –do-
SECTION-5

LANDSCAPING

AND

TREE PLANTATION
SECTION-5

LANDSCAPING AND TREE PLANTATION

5.1 General:

The Developer shall plant trees and shrubs of required number and type at the appropriate locations within the project campus and in the land earmarked by the Government for afforestation. The Government shall specify the number of trees which are required to be planted by the Developer as compensatory afforestation. The Developer shall also maintain the trees and shrubs in good condition during the defect liability Period as per the maintenance schedule. The guidelines given in this Section shall be followed in plantation of trees and shrubs.

5.2 Design Considerations in various locations:-5.2.1 Set-back Distance of Trees and Other Plantation

Trees on the roadside shall be sufficiently away from the roadway so that they are not a hazard to road traffic or restrict the visibility. Most vulnerable locations in this regard are the inside of curves, junction corners and cut slopes. Trees shall be placed at a minimum distance of 10-12 m from the centre line of the extreme traffic lane, to provide recovery area for the vehicle that runs off the road. A second row of trees 6 m further away will also be desirable and planted, wherever possible. Preferably, the first row of trees shall consist of species with thick shade and other rows of vertical growth type providing thin shade. The distances for alternative rows of trees shall be reckoned from the nearest edge of the pavement. Besides trees, suitable shrubs and ground cover should also be planted as per design.

5.2.2 Spacing of Avenue Trees:

The spacing of avenue trees will depend on the type and growth characteristics of trees, requirement of maintenance, penetration of distant views, etc. A range of 3-5 m would meet the requirement for most varieties.

5.2.3 Choice of Trees:

The following guidelines shall be kept in view while selecting the species of trees to be planted:

(i) Trees shall be selected with due regard to soil, rainfall, temperature and water level.

(ii) The species must be capable of developing a straight and clean bole up to a height of 2.5 to 3.5 m from the ground level.

(iii) The selected trees shall, preferably, be fast growing and wind-firm. These shall not be thorny or drop too many leaves.

(iv) The trees shall be deep rooted as shallow roots injure pavements.

(v) In urban areas, the species selected shall be of less spreading type, so that these do not interfere with overhead services, clear view of signs and efficiency of roadway lighting.

5.3 Maintenance of Plants

The Developer shall submit scheme for plantation and maintenance of plants and trees to the Independent Engineer for review and comments, if any.
SECTION-6

RAIN WATER HARVESTING

&

WASTE WATER RECYCLING
SECTION 6
RAIN WATER HARVESTING

1. Rajasthan State is rain fed economy and water is the elixir of life. Every drop of rain water is to be conserved to sustain human, cattle and plant life. It has been a tradition to sustenance in our State. Govt. of Rajasthan is constructing such structures in their own buildings, roadside locations and even insisting on the subjects to provide one in their private dwellings.

2. These mass housing complexes shall be ideal choice for such structures and all rainwater should be provided for conservation. Many standard designs have been developed by JDA and others that could be adopted.

3. This water could either be stored and processed for drinking / plant consumption purposes or made to reach the aquifers of the wells/tube wells located in the complex.

4. These complexes should have structures to conserve at least 70% rain water through open and runoff from the roofs of all houses built in the complex.

5. The design of a suitable rainwater harvesting structures shall be proposed by the developer for approval by the JODA.

6. **Waste water recycling**: All waste water shall be re-cycled through STP to specified quality standards and used for plantation, and other misc. uses.
SECTION-7

FIRE DETECTION,
ALARM
&
FIGHTING
Govt. of Rajasthan attaches due importance to safety of its people and hence adequate provisions are to be provided in this project.

**FIRE AND LIFE SAFETY, AS PER APPROVED LAYOUT PLAN**

1. **Down-comer** — An arrangement of firefighting within the building by means of down-comer pipe connected to terrace tank through terrace pump, gate valve and non-return valve and having mains not less than 100 mm internal diameter with landing valves on each floor/landing. It is also fitted with inlet connections at ground level for charging with water by pumping from fire service appliances and air release valve at roof level to release trapped air inside. The design of GWR and OHT for fire shall be got approved by the RAVIL and the IE.

2. **Fire Exit** — to be provided at each floor.

3. **Horizontal Exit** — An arrangement which allows alternative egress from a floor area to another floor at or near the same level in an adjoining building or an adjoining part of the same building with adequate fire separation.

4. **Means of Egress** — A continuous and unobstructed way of travel from any point in a building or structure to a place of comparative safety.

5. **General Requirements of All Individual Occupancies**

5.1 **General**

All buildings shall satisfy certain requirements which contribute, individually and collectively, to the safety of life from fire, smoke, fumes and panic arising from these or similar causes. There are, however, certain general principles and common requirements which are applicable to all or most of the occupancies.

5.2 **Vertical opening**

Every vertical opening between the floors of a building shall be sJODAably enclosed or protected, as necessary, to provide the following:

a) Reasonable safety to the occupants while using the means of egress by preventing spread of fire, smoke, or fumes through vertical openings from floor to floor to allow occupants to complete their use of the means of egress.

b) Further it shall be ensured to provide a clear height of 2 100 mm in the passage/escape path of the occupants.

5.3 **Electrical Installations**: Shall be duly protected from fire hazard with an approved design.

5.4 **Fire extinguishers** shall be provided on each floor and at approved locations on the campus.
Appendices
Besides the BIS codes (as under) on building materials, methodologies, sampling and testing, and IRC codes (as listed ahead) about the campus roads, CC pavement and other matters to be referred.

**SUMMARY OF BIS CODES FOR BUILDING MATERIALS** (for reference)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Materials</th>
<th>BIS code for Specifications :IS</th>
<th>Sampling/Testing :IS</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>Cement OPC or PPC</td>
<td>650</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Concrete Masonry works-Hollow and solid concrete Blocks.</td>
<td>2185(P-I)-1979</td>
<td>2185(P-I)-1979</td>
</tr>
<tr>
<td>15.</td>
<td>Load Bearing Light weight Concrete Blocks</td>
<td>3590-1966</td>
<td>3590-1966</td>
</tr>
<tr>
<td>16.</td>
<td>Hollow and Solid Concrete Blocks</td>
<td>2185-(P-I)-1979</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>CC Flooring Tiles.</td>
<td>1237</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Laying and Finishing of CC Flooring Tiles.</td>
<td>1443</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Specifications for Cement Concrete flooring tiles (1st Rev.)</td>
<td>1237-1980</td>
<td>1237</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Date</td>
<td>IS</td>
</tr>
<tr>
<td>---</td>
<td>--------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>20</td>
<td>Autoclaved Cellular Concrete Blocks.</td>
<td>5482-1969</td>
<td>6441(P-I)-1972</td>
</tr>
<tr>
<td>21</td>
<td>Autoclaved Reinforced Cellular Concrete wall slabs.</td>
<td>6072-1971</td>
<td>3809-1966</td>
</tr>
<tr>
<td>22</td>
<td>Autoclaved Reinforced Cellular Concrete Floor and Roof slabs.</td>
<td>6073-1971</td>
<td>3809-1966</td>
</tr>
<tr>
<td>23</td>
<td>Precast Concrete Coping Blocks</td>
<td>5751-1969</td>
<td>5751-1969</td>
</tr>
<tr>
<td>25</td>
<td>Reinforced Concrete Fence Posts</td>
<td>4996-1968</td>
<td>4966-1968</td>
</tr>
<tr>
<td>26</td>
<td>Precast Concrete cable covers</td>
<td>5820-1970</td>
<td>5820-1970</td>
</tr>
<tr>
<td>27</td>
<td>Concrete Porous Pipes for under Drainage.</td>
<td>4350-1967</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Perforated Concrete pipes</td>
<td>7319-1974</td>
<td>3597-1966</td>
</tr>
<tr>
<td>29</td>
<td>Precast Reinforced Concrete Door and Window frames</td>
<td>6523-1972</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Asbestos Cement Flat Sheets</td>
<td>2096-1966</td>
<td>2096-1966/1974</td>
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<tr>
<td>32</td>
<td>Code of practice for laying Asbestos Cement Sheets.</td>
<td>3007(P I)-1999(IR)</td>
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<tr>
<td>34</td>
<td>Pre-stressed Concrete Pipes including fittings.</td>
<td>784-1978</td>
<td>3597-1966</td>
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<tr>
<td>35</td>
<td>Steel Cylinder Reinforced Pipes.</td>
<td>1916-1963</td>
<td>1916-1963</td>
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<tr>
<td>36</td>
<td>Specials for Steel Cylinder Reinforced Pipes.</td>
<td>7322-1974</td>
<td>7322-1974</td>
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<tr>
<td>37</td>
<td>Concrete Porous pipes for Under drainage.</td>
<td>4350-1967</td>
<td>4350-1967</td>
</tr>
<tr>
<td>38</td>
<td>Perforated Concrete Pipes.</td>
<td>7319-1974</td>
<td>3597-1966</td>
</tr>
<tr>
<td>40</td>
<td>Plain and Reinforced Concrete –Code of practice (IV Revision).</td>
<td>456-2000</td>
<td>Cubes IS 516, Admixtures IS 9103, workability: IS 1199,</td>
</tr>
<tr>
<td>41</td>
<td>Code of practice for use of structural steel in general building construction. Revised.</td>
<td>800-1962</td>
<td>800</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Standards/Revisions</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
<td>----------------------------------------------------------</td>
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<tr>
<td>42.</td>
<td>Use of steel Tubes in General Building construction.</td>
<td>806-1968 (IR)</td>
<td>800</td>
</tr>
<tr>
<td>47.</td>
<td>Natural Building stones for Masonry work.</td>
<td>1127-1970</td>
<td>1127-1974</td>
</tr>
<tr>
<td>49.</td>
<td>Structural Granite</td>
<td>3316-1974</td>
<td>1121, 1122, 1124-1974</td>
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<tr>
<td>50.</td>
<td>Sand Stone (Slabs and Tiles)</td>
<td>3622-1977</td>
<td>1121, 1124, 1126-1974 &amp; 1706-1972</td>
</tr>
<tr>
<td>51.</td>
<td>Laterite Stone Block for Masonry.</td>
<td>3620-1979</td>
<td>1121/1124-1974</td>
</tr>
<tr>
<td>52.</td>
<td>Burnt Clay Hollow Blocks for walls and partitions.</td>
<td>3952-1978</td>
<td>3952-1978</td>
</tr>
<tr>
<td>54.</td>
<td>Heavy Duty Burnt Clay Building Bricks.</td>
<td>2180-1970</td>
<td>--do--</td>
</tr>
<tr>
<td>55.</td>
<td>Burnt Clay Perforated Building Bricks.</td>
<td>2222-1979</td>
<td>-- do--</td>
</tr>
<tr>
<td>56.</td>
<td>Burnt Clay Facing Bricks.</td>
<td>2691-1972</td>
<td>-- do--</td>
</tr>
<tr>
<td>57.</td>
<td>Burnt Clay Paving Bricks.</td>
<td>3583-1975</td>
<td>-- do--</td>
</tr>
<tr>
<td>58.</td>
<td>Burnt clay Sewer Bricks.</td>
<td>4885-1968</td>
<td>-- do--</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Standard 1</td>
<td>Standard 2</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------</td>
<td>-------------</td>
<td>------------</td>
</tr>
<tr>
<td>60.</td>
<td>Special Shapes Clay Bricks.</td>
<td>6165-1971</td>
<td>6165-1971</td>
</tr>
<tr>
<td>64.</td>
<td>Clay Flooring Tiles.</td>
<td>1478-1969</td>
<td>1478-1969</td>
</tr>
<tr>
<td>67.</td>
<td>Hollow Clay Tiles for Floors and roofs (P-II, Structural Type).</td>
<td>3951(P-II)-1975</td>
<td>3951-1975</td>
</tr>
</tbody>
</table>

**GYPSUM BUILDING MATERIALS.**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Standard 1</th>
<th>Standard 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>70.</td>
<td>Gypsum Building Plasters (Part-II: Premixed Light Weight Plasters).</td>
<td>2547(P-II)-1976</td>
<td>2542-1978</td>
</tr>
</tbody>
</table>

**FLOOR COVERINGS AND OTHER FINISHES.**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Standard 1</th>
<th>Standard 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>72.</td>
<td>Cement Concrete Flooring Tiles.</td>
<td>1237-1980</td>
<td>1237-1980</td>
</tr>
<tr>
<td>74.</td>
<td>Flexible PVC Flooring</td>
<td>3462-1979</td>
<td>3462-1979</td>
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<tr>
<td>75.</td>
<td>Polystyrene Wall Tiles</td>
<td>3463-1966</td>
<td>3464-1980</td>
</tr>
<tr>
<td>76.</td>
<td>Ceramic unglazed Acid Resisting Tiles.</td>
<td>4457-1982</td>
<td>4457-1982</td>
</tr>
<tr>
<td>77.</td>
<td>Chemical Resistant Mortars (Silicate Type)</td>
<td>4832(P-I)-1969</td>
<td>4456-1967</td>
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<tr>
<td>80.</td>
<td>Acid Resistant bricks</td>
<td>4860-1968</td>
<td>1237-1980</td>
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<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>81</td>
<td>Linoleum Sheets and Tiles</td>
<td>653-1980</td>
<td>9704-1980</td>
</tr>
<tr>
<td>82</td>
<td>Rubber Flooring Materials for general purpose.</td>
<td>809-1970</td>
<td>3400-1980</td>
</tr>
<tr>
<td>83</td>
<td>Bitumen Mastic for Flooring.</td>
<td>1195-1978</td>
<td>1195-1978</td>
</tr>
<tr>
<td>84</td>
<td>Bitumen Mastic, Antistatic and Electrically conducting grade.</td>
<td>8374-1977</td>
<td>8374-1977</td>
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</tbody>
</table>

**Waterproofing and Damp-proofing Materials**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>85</td>
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1 (I) Design, Construction and Maintenance of Cement Concrete Pavements
   IRC 43-1972 Tools, Equipment and Appliances for Concrete Pavement Construction.
2. IRC:44-1976 Tentative Guidelines for Cement Concrete Mix Design for Pavements (for Non-Air Entrained and Continuously Graded Concrete) (First Revision)
3. IRC:57-1974 Pavements Recommended Practice for Sealing of Joints in Concrete Pavements
5. IRC:61-1976 Tentative Guidelines for the Construction of Cement Concrete Pavements in Hot Weather
7. IRC:77-1979 Tentative Guidelines for Repair of Concrete Pavements Using Synthetic Resins
8. IRC:84-1983 Code of Practice for Curing of Cement Concrete Pavements
12. IRC:SP:63-2004 Guidelines for the Use of Interlocking Concrete Block Pavement
13. IRC:SP-68-2005 Guidelines for Construction of Roller Compacted Concrete Pavements

1 (J) Project Preparation, Contract Management and Quality Control

1 (L) Road Drainage
1. IRC:SP:42-1994 Guidelines on Road Drainage
2. IRC:SP:50-1999 Guidelines on Urban Drainage

1(M) Road Bitumen
IS 1201-1220-1978 : Testing of Tar and bitumen
Sampling IS 73-1961
Specifications for Bitumen Emulsion for roads.: IS: 8887-1978 ,1995(IR)

1(N) Road Machinery
1. IRC:43-1972 Recommended Practice for Tools, Equipment and Appliances for Concrete Pavement Construction
CHIEF MINISTER's JAN AWAS YOJANA-2015
HOUSING FOR EWS & LIG

MANUAL OF STANDARDS AND SPECIFICATIONS

JODHPUR DEVELOPMENT AUTHORITY,
JODHPUR
Opposite Railway Hospital, PWD Colony, Jodhpur
Phone-0291-2656357, Fax-0291-2612086

email: jdajodhpur@rajasthan.gov.in
Website: jodhpurjda.org

Construction of EWS & LIG flats (G+3) under Chief Minister's Jan Awas Yojana-2015 on turn key basis on govt. land
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<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
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<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<td>BIS</td>
<td>Bureau of Indian Standards</td>
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<td>CBR</td>
<td>California Bearing Ratio</td>
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<td>HDPE</td>
<td>High Density Polyethylene</td>
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<td>HYSD</td>
<td>High Yield Strength Deformed (Bars)</td>
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<td>IE</td>
<td>Independent Engineer</td>
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<td>IRC</td>
<td>Indian Roads Congress</td>
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<td>IS</td>
<td>Indian Standards</td>
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<td>ISO</td>
<td>International Standards Organization</td>
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<tr>
<td>LL</td>
<td>Liquid Limit</td>
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<td>MDA</td>
<td>Model Developer Agreement</td>
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<td>MOSRTH</td>
<td>Ministry of Shipping, Road Transport &amp; Highways</td>
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<td>NBC</td>
<td>National Building Code 2005</td>
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<td>OMC</td>
<td>Optimum Moisture Content</td>
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<td>PCC</td>
<td>Plain Cement Concrete</td>
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<td>PPM</td>
<td>Parts per million.</td>
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<td>PL/PI</td>
<td>Plastic limit of soil / Plasticity Index</td>
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<td>QAM</td>
<td>Quality Assurance Manual</td>
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<td>QAP</td>
<td>Quality Assurance Plan</td>
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<td>QS</td>
<td>Quality System</td>
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<td>RCC</td>
<td>Reinforced Cement Concrete</td>
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<td>TMT</td>
<td>Thermo Mechanically Treated.</td>
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<td>ULB</td>
<td>Urban Local Body (Municipal body)</td>
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<td>JODA</td>
<td>Urban Improvement Trust</td>
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SECTION-1

GENERAL
SECTION 1

GENERAL

1.1 The work shall be executed as per Provision 4A(i) of Chief Minister's Jan Awas Yojana-2015 affordable housing on govt. land by private developer in 75:25 ratio (G+3) format

Provision 4A(i)

Private Developer on Government Land or Land of Local Authority

Provision 4A (i) is for construction of Housing on Government Land in the ratio of 75:25 in which minimum of 75% area shall be used for EWS/LIG and remaining 25% area of land can be used for other categories of houses/flats/plots. In this provision EWS/LIG houses are to be constructed in G + 3 format.

General Parameters

1. Minimum area

1 Hectare

2. Land distribution for EWS/LIG category

The developer would take up development of total land however construction of EWS/LIG shall be on minimum of 75% of the total land. Developer shall be free to construct MIG-B/HIG flats/plots/houses (high rise permitted) on remaining maximum of 25% of total land.

3. Sale price

4. Allotment by

Housing units of EWS & LIG segment constructed on 75% of the land by Local Authority to the eligible beneficiaries as prescribed by Government. Any units constructed on remaining 25% of the land will be sold by developer.
5. **Completion period** – 45 months
   Completion certificate for complete project shall be issued in proportion to completion of EWS/LIG houses.

6. **Ground Coverage**
   Maximum up to 50%

7. **Side & Rear Setback**
   Shall be minimum of 3m for building height up to 15m and minimum 6m for building height above 15m.

8. **Height**
   As per Building Byelaws

9. **Parking**
   1 two wheeler for each unit of EWS and 2 two wheelers for each unit of LIG

10. **Approach road Minimum 9m**
    Minimum 9m

11. **EWS/LIG unit area**
    For EWS 325-350 sqft super built up area & for LIG 500-550 sqft super built up area

**Note:**
1. To make the scheme eligible for benefits of Housing for All Mission of Government of India parameters of the guidelines as per Annexure-B are to be adhered with.
2. Other technical parameters will be applicable as per prevailing Building Byelaws/Township Policy.

**Incentive to Developers**

12. **Land Conversion/Land use change charges**
    Not applicable.

13. **External Development Charges**
    Cost of External Development will be borne by Local Authority on EWS/LIG component and cost of external development on 25% of remaining land will be paid by developer.

14. **Building Plan Approval Fee**
    As per prevailing rules to be paid by the developer on 25% remaining land area of developer.

15. **FAR**
    Minimum 140 units per acre and maximum up to 2.25 FAR (without betterment levy) shall be constructed on EWS/LIG component of scheme. For remaining part of the scheme as per prevailing building byelaws.

16. **Split location** Not applicable.
    Not applicable.
17. Commercial use

As per building byelaws proportionate to FAR consumed in different segments.

18. TDR facility Not applicable.

Not applicable.

1. To facilitate the developers to obtain finances for the project from financial agencies creation of pari-passu charge of the land shall be arranged by concerned Local Authority as the ownership of the land remains with the Local Authority.

2. The Nodal Agency designated by the State Government, shall coordinate with the Banks/Housing Finance Institutions/other financing institutions to facilitate the beneficiaries to obtain loan. All necessary help shall be extended to the beneficiaries/allottees to access these institutions for loan.

a) Roads: ROW:

Main roads 9m carriageway (min.), other roads 7m carriageway(min.),

crust-thickness [Earthen embankment 300 mm (min.) above surrounding ground level, Subgrade-100 mm, GSB-100 mm, WMM -150 mm, and 20 mm PMC + seal Coat (B)], surfacing: BT but preferred CC roads (DLC 150 mm, 150 mm th. PQC M 30-200 mm). All internal roads to drain away to the main urban peripheral roads.

longitudinal grade (min. 1 in 1000) and cross profile (min. 3% in BT and 1.5% in CC) as per survey and design,

road side drains (foot path, width 1m min.), junctions etc. storm water drainage, street lights, junctions, etc. as per approved design, connectivity to peripheral network, ducts for water supply, Telecommunications, Power cables on both sides of roads.
Building Work

Anti termite treatment (Pre construction)
Design for one additional storey, seismic resistant
Developer will be fully responsible for design, structural adequacy and detailing

Ceiling height 3000 mm from finished floor

PCC M-15 1:3:6, min 100mm thick, min DPC 500 mm thick (M-20 as bear
RCC plinth

Plinth height 600 mm

Stone masonry CM 1:6
Plastering 20mm on stone masonry
12mm on brick masonry
6mm on block masonry
External plaster should be with water proofing compound @ 1kg/50kg cement.

Steel
RCC M-20 design mix, batch mix plant
Shuttering Steel plates and interlocking steel props
Flooring Kharanja 150 / 230 mm
Vitreous china tiles 600 x 600 mm floor
300 x 300 / 450 x 450 antiskid ceramic tiles ISI for toilets and kitchens

Door frame Angle Frame EZ / local available stone chowkhat
Door opening min 900 mm , height 2100 mm,
Solid core flush doors 35mm thick, BWP grade ISI, joinery hardware as per PWD/CPWD specifications PVC doors for toilet and internal doors
Window sill 750mm from floor, size 1000 x 1200 min, at least one in each room, ventilators min size 600 x 600, section window
Openable steel section windows
As per IS 1038, min area of 1.2 sqm in one room with wire gauge and guard bars and sunshades, EZ Section.

Steps Rise max 150 mm, tread min 250m, MS railing

Fire Fighting Fire fighting arrangement to be provided as per bye laws.
Kitchen Marble / Kota stone top and one stainless steel sink 450 x 600 x 200

Painting White wash inside and approved external maintenance free wall paint outside.
First quality primer approved by CONCERN ULB/ AUTHORITY/JODA, 3 coats of first quality enamel paint on window and flush doors.

Terracing Brickbat coba in CM 1: 5 (with water proofing compound @1kg / 50 kg cement) with drainage slopes 1 : 60 (min) one 100 dia RWP per 35 Sqm of terrace area.

Water Supply GI- UPVC / CPVC – ISI marked or better as approved by EIC
Fittings – ISI marked or better
OHT (675 lit / family) ISI marked Polycon, Syntex or better
GWR as per standard practice of PHED / RUIDP, pumping pipe HD UPVC
for appropriate pressure min 10 kg / sqmm, flat connections, local tanks, RWH, waste water recycling GWR for days requirement as per standard practice of PHED /

**Sanitary Services**

- All pipes HD, UPVC for 110 mm dia min.
- UPVC pipes – ISI marked or better
- Wares WC – Hindustan, Cera or equivalent
- Fixture – ISI marked or better
- MH – Precast RCC, Ferro Cement Concrete
- STP – 540 lt/ flat / day- connecting the effluent to the urban sewerage.

Tree Plantation, Landscaping
Rain water harvesting and waste water recycling
Sanitary layout plans and materials to be approved, by RM/EIC, CONCERN ULB/ AUTHOURITY/JODA.

**Electrical**

Transformer, feeder / distribution, service lines and housing wiring (copper ) meter, earthing, street lighting etc, connectivity to peripheral network Telecom lines, CFL fittings and Fixtures, min 2 light points, 1 fan point, 2 plug points, one TV point in each room, one power point for geyser in toilet, exhaust fans in kitchen and toilets, Call bells, street light at 30 m c/c on PCC Poles 9 m high.

CondJODA – PVC – ISI
Copper wires – cable – ISI
Switches – ISI
MCB/MCCB- Havels or better as approved by RM, CONCERN ULB/ AUTHOURITY/JODA
Electrical Bell – approved
Light fixtures – ISI
MX Boxes 18 G – as per design
The developer shall evaluate the electrical load and construct a suitable power GSS as per approved design to cater to the projected power load.

Power supply distribution plans and layouts to be approved. By IE, CONCERN ULB/ AUTHOURITY/JODA.

**Campus Road** – 5.5 Mtr. M-30 grade (with DCC or roller CC) with 1.5 m hard shoulder Road ROW 7.5 m/ 9.0m)

- GSB -150 mm Gr II
- Base- 2 layers of WMM 150 mm th. each
- Primer and 20 mm Th. PMC with seal coat
CC Road

GSB -150 mm Gr II
DLC -1 50 mm th. Laid with paver
CC: M-30, 200 mm th. Laid with paver
Side Drains – CC M-15
Kerbs / footpaths – CC M-15

STP – 540 lt/ flat / day- connecting the effluent to the urban sewerage.
Tree Plantation, Landscaping

Rain water harvesting and waste water recycling

Facilities

Location of Bus stops, public toilets, providing fire hydrants, solid waste management, Parks, Play Grounds, PHC, community / livelihood centre, crutch, small local market, cycle rickshaw stand, auto stand, thela stand etc, water huts, land for religious places, parking places, constructed community spaces with covered plinth area equal to one percent of the total super built up are of the project. One fully equipment and connected site office 1000 sqft plinth area for employer, compound wall, gates and security structure. Pre-engineered / Pre cast RCC will be preferred.

Letter – Boxes, crutch, PHC etc.
Drain (Road side and Campus)- Precast RCC (M-20) with RCC Cover .

Min. 1 mtr. width to be used as footpath .
Due provision for handicapped person’s Ramp.

1.3 At least two weeks prior to commencement of the work, the Developer shall draw up a Quality Assurance Manual (QAM) covering the three tiered Quality System (QS), Quality Assurance Plan (QAP) and documentation for all aspects of the testing on buildings and other works and send two copies each to the ULB for review. The class of quality assurance shall not be less than Q-3. This will be approved within a week by the ULB and others.

1.6 The Codes, Standards and Technical Specifications applicable for the design of housing project components are:
   (i) Bureau of Indian Standards (BIS) specifications for buildings, services & structures.
   (ii) National Building code 2005 for planning, safety and structures.
   (iii) Indian Roads Congress (IRC) Codes and Standards, for roads, drainage, parking, Plantation etc.
   (iv) Any other standards referred to in the Manual and any supplement issued with the bid document.

1.7 Latest version of the Codes, Standards, Specifications, etc. notified/published before the last date of bid submission shall be considered applicable.

1.8 The terms BIS, shall mean the Bureau of Indian Standards, MORT&H is 'Ministry of Road Transport and Highways' or any successor or substitute thereof shall be considered as synonymous. IRC is Indian Roads Congress.

1.9 The terms 'Engineer' used in the Specifications shall be deemed to be substituted by the term "Independent Engineer" to the extent it is consistent with the provisions of the Development Agreement and this Manual. It will also mean the Executive/Assistant Engineer of the JODA.
1.10 In case of any conflict or inconsistency with the provisions of the applicable BIS, IRC Codes, Standards or MOSRTH Specifications, the provisions contained in this Manual and the Specifications and Standards specified in this Manual shall apply.

1.11 In the absence of any specific provision on any particular issue in the aforesaid Codes or Specifications read in conjunction with the Specifications and Standards contained in this Manual, the following Standards shall apply in order of priority:
   (i) Bureau of Indian Standards (BIS)
   (ii) IRC/ CPWD/ British Standards, or American Association of State Highway and Transportation Officials (AASHTO) Standards, or American Society for Testing and Materials (ASTM) Standards
   (iii) Any other specifications / standards proposed by the Developer and reviewed by the IE.

1.13 **Alternative Standard and Specifications:-**

The requirements stated in the Manual for the design of the housing Project are the minimum. The Developer will, however, be free to adopt international standards, practices on precast/ prefabricated housing, Mivan shuttering, alternative specifications, methodologies materials and standards to bring in innovation in the design and construction provided they are comparable with the standards prescribed in the Manual. The Specifications and techniques which are not included in the BIS/ IRC Specifications /State PWD Specifications shall be supported with authentic standards and Specifications like NBO, Euro Codes, British Standards and Australian Code etc Such a proposal shall be submitted by the Developer to the JODA / Independent Engineer / Employer for approval and comments, if any. In case, the JODA /Independent Engineer is of the opinion that the proposal submitted by the Developer is not in conformity with any of the international standards or codes, then he will record his reason for non-acceptance and convey the same to the Developer for compliance. A record shall be kept by the JODA, of the compliance by the Developer of the minimum Specifications and Standards specified in the Manual and any non-compliance shall be dealt with in terms of the provisions of the Project Agreement. The Developer shall be responsible for adverse consequences, if any, arising from any such non-compliance.

1.14 Before taking up any construction or maintenance operations the **Developer** shall first work out a **safety** plan as per National Building Code part 7: “Constructional Practices and safety” to ensure the following:
(i) Safety of workmen with helmet, safety belts/ chain, shoes, gloves and insulating pads etc. during the period of construction (including but not limited to the adequate illumination during night time, use of potable water for construction and human consumption) and the education of potential inconveniences / delays to passer byes.

(ii) Safety of the workers engaged in neighboring construction

(iii) The reliability of equipment, shuttering and scaffolding, power installations etc. during construction shall conform to the requirements of BIS Code for safety at Construction sites and corresponding Specifications. The Developer shall furnish and comply to a safety plan as per the above code.

(iv) The Developer shall communicate the proposal for safety of traffic and workers during construction to the JODA for review and comments, if any.

(v) The developer shall procure a comprehensive insurance cover (Contractor’s All Risk) for the men, materials, machineries and equipment including adequate third party liability for the project. The cover shall include the JODA / Employer’s men, material, machinery etc.

(iv) The developer shall comply to all labour welfare regulations/ acts in force and maintain due documentation in compliance to the above.

(vii) The developer shall construct a site office for JODA and the IE with a minimum plinth area of 1000 sft at his cost, and furnish/equip (with furniture, updated technology computers/internet-wi-fi connections/printers, copiers and other documentation equipment) before the commencing with project buildings.

1.15 The Developer shall set up an adequately equipped field laboratory (refer page 53 of the bid document) for testing of materials and finished products as prescribed in B I S Specifications It shall house all necessary codes and books of specifications also. It shall make necessary arrangements at his cost for additional/confirmitory testing like the rebound hammer/ UVR of R C C o r any materials/products for which facilities at site laboratory are not available.

1.16 Definitions and Interpretation

All the obligations of the Developer arising out of the provisions of this Manual shall be subject to, and shall conform to the provisions of the Developer Agreement.

1.17 This Manual is for Construction of Mega Housing for EWS &LIG in Rajasthan under the Chief Minister Jan Awas Yojana-2015

2.0 Payment :

As indicated in the RFP, the developer shall be paid (after statutory deductions and satisfactory reports on Third Party Quality Inspections). The loan amount will be released in 8 installments to the developer at different stages of construction as follows based on the certificate issued by 3rd party/nodal agency, after the verification of the progress of work under the approved work plan and cash flow The payment shall be in the following different stages as per
percentages as under :- :-

<table>
<thead>
<tr>
<th>(i)</th>
<th>After approval of Plans and commencement of foundation work</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>Roof level of ground floor</td>
<td>15%</td>
</tr>
<tr>
<td>(iii)</td>
<td>Roof level of first floor</td>
<td>15%</td>
</tr>
<tr>
<td>(iv)</td>
<td>Roof level of second floor</td>
<td>15%</td>
</tr>
<tr>
<td>(v)</td>
<td>Roof level of third floor</td>
<td>15%</td>
</tr>
<tr>
<td>(vi)</td>
<td>On handing over to ULB</td>
<td>20%</td>
</tr>
<tr>
<td>(vii)</td>
<td>After six months of handing over</td>
<td>5%</td>
</tr>
<tr>
<td>(viii)</td>
<td>After twelve months of handing over</td>
<td>5%</td>
</tr>
</tbody>
</table>

3.0 *Period of Completion*:-

The maximum period of completion of a package shall be as per technical parameters as under from the date of commencement except for force majeure conditions but including the rainy and other seasons.

4.0 *Construction on 25% Land Parcel provided free to the Developer*:-

It could be started by the developer after the RCC/Steel framed structure for the project buildings is complete and may follow the project work lagging by 25% of the completion period of the project. The specifications and workmanship in the developer's part and the mass housing project should be equally good and comparable.

5.0 *Taking over Building blocks completed in all respects*:-

The developer could offer building blocks completed in all respects including services and disposals before the end of final completion period. The JODA may accept such building blocks if the completion certificate has been issued by the IE, JODA and occupancy certificate can be issued by the JODA. However, the defect liability period of the entire project shall commence when all blocks have been completed and handed over.

6.1 *Other decisions by the Employer during execution*:-

The developer could approach the JODA, employer for any major issues which could economise the cost of execution or result in early completion, result in energy savings to the occupants, or improve the durability of constructions. Such issues could be considered if the overall cost of the project is not increased and the resulting benefit is credited to the Employer.
SECTION-2

OBLIGATIONS OF THE DEVELOPER & JODA
SECTION 2

OBLIGATIONS OF THE DEVELOPER & JODA

1. The Jodhpur Development Authority on behalf of the Govt. of Rajasthan commits that:

   a) To hand over possession of at least 60% of the encumbrance free site on the date of stipulated commencement i.e. within 30 days of the signing of the contract agreement and submission of the performance security.

   b) To support the developer in obtaining service connections for power, and water, obtain environment impact clearance (especially if tree cutting is involved), obtain social impact mitigation approvals, obtain approval to drill a tube well for requirement of water for the stakeholders and others in the building complex as per Govt. law and rules in force.

   c) To convey approvals to i) layout plans, ii) designs, iii) working drawings etc. sought in a minimum period but not later than 45 days in any case.

   d) To coordinate with the Independent Engineer and the GoR for early decisions (technical) on the project.

   e) To process release of payments by the JODA through the escrow account, as per schedule against developer bills where these are due.

   f) To create a non-interfering / supporting working environment at the project site.

2. The Developer commits that:

   i) To prepare a comprehensive & dependable project report after all required surveys, sub-soil and geo-tech investigations, tests on local and other materials, proposing methodologies and output test parameters. The developer shall not depend on the information provided by JODA or other

   ii) The architectural plans be designed by a qualified and experienced architect, including structural designs, services, landscaping, firefighting, rainwater harvesting, committed Service / Ground water reservoirs of adequate capacities, drainage, roads, campus power lines, sewerage, common facilities, security, livelihood centre, crush, playground for children, parking areas, health centre, required elements of green buildings concept etc.

   iii) The works be supervised by qualified and experienced building engineers, structural engineers, concreting & shuttering foreman, Electrical, water supply and sanitary engineers, and other specialist engineers. Safety at the work site be the first priority.

   iv) To establish a fully equipped field laboratory with equipment (preferably NABL accredited), temperature controlled, experienced testing personnel, consumables, testing environment, all codes and books of specifications etc.

   v) To comply to the instructions of the JODA and the third party quality inspections as per ISO 17020.
vi) To make available the best of the specified materials, machinery and equipment, experienced /trained operating personnel, fittings and fixtures, etc.

vii) To produce and use design mix concrete from a batch mix plant, tested steel reinforcement and PVC cover blocks. To limit the use of fly ash and other pozzolana to a maximum of 20% in using RMC. To use only properly designed metal shuttering, and interlocking steel props.

viii) To provide detailed working drawings for all components and also completion drawings on completion of works.

ix) To create and support a positive working environment at site.

x) To achieve the targeted physical progress at the project. The proposed mile stones to be achieved shall be committed by the developer on the construction programme to be submitted for approval to the JODA. Failure to achieve the mile stones shall attract imposition of liquidated damages as per contract.
SECTION-3

GENERAL DESIGN FEATURES
SECTION-3

GENERAL DESIGN FEATURES

3.1 General

(i) This Section lays down the standards for Controls for design and general/ specific features for construction of housing complexes as per part 3 to 10 of the National Building code 2005. These shall be reviewed and approved by the Independent Engineer before execution.

(ii) (a) The campus roads shall have a minimum ROW of 9 m and the main arterial roads shall have a ROW of 20 m. These shall integrate with the urban roads connecting the Project complex to the main town, Railway station, Bus depots, Hospital, School, Police station etc.

(b) The services like drainage, sewerage, Power lines, road side illumination, water supply, telecommunication, etc. shall be designed and integrated to the main urban network. Others like fire detection, Alarm & fighting, rainwater harvesting, parking, plantation and landscaping, play areas, community /livelihood center shall be designed and provided as per NBC 2005.

(c) The stakeholders in EWS & LIG categories may require space on ground for parking, domestic cattle, cycle rickshaw trolleys, two wheelers etc. The project should provide for these.

(d) The buildings shall be designed after due surveys, subsoil and geo-tech investigations, requirements of earthquake resistant designs, expansion joints etc.

(e) Special care shall be taken for foundations in clayey or black cotton soils against capillary rise of moisture and the shrink and swell of the soils and to counteract against these characteristics.

(iii) The architectural designs of the flats shall confirm to provisions of the NBC 2005 for the sizes of rooms, kitchens, toilets, orientation, light and ventilation etc. and the structural design of the Project buildings and services shall conform to the B IS standards as a minimum. The Developer shall ensure that the constructions are conforming or better than the requirements of BIS. It will be preferred to use Materials, fixtures, pipes, wires and cables, joinery, sanitary wares and water supply.

(IV) As far as possible, uniformity of design standards shall be maintained throughout the Project. In case of any change, it shall be effected with the due approval of the JODA.

(v) The JODA intends to prefer precast prefabricated RCC construction, Mivan shuttering construction in the best interests of quality and period of completion. The Technical evaluation of the bids this will carry due weightage for this technology.

(vi) In case of insitu construction, cement concrete shall be manufactured with batch mix plants (weight based) as per the approved design mix, all shuttering and scaffolding shall be designed with shuttering ply or steel plates and steel props and pipes, plastic cover blocks used for cover to steel etc. shall be provided. All materials shall be tested and duly approved by the Independent Engineer.

(vii) The door frames shall be pressed steel filled with concrete. All door shutters shall be factory
made solid core flush doors conforming to IS 2202, BWP grade 35 mm thick. The Kitchen and toilet doors shall have melamine coating to prevent ingress of water.

(viii) The flooring shall be polished Kota stone/Marble/Vitrified Tile laid over granular filling and PCC M10 as per design.

(ix) Anti-termite treatment (preconstruction) shall be provided as per BIS.

(x) The terracing shall be in Brickbatcoba in Cement Mortar 1:5 as per standard CPWD specifications. The terraces shall have a slope and RW pipes as per BIS.

(xi) The walls etc in case of insitu construction shall be with best local materials like stone or bricks (>75 kg/sqcm strength) with a min. of 20 mm th plaster in CM 1:6 on stone and 12 mm th in case of brick walls. External plasters shall use water proofing compounds.

(xii) RCC in OPC shall be cured for 28 days and that with PPC shall be cured for 40 days.

(xiii) All materials shall conform to BIS specifications as the minimum, a select list of which is appended with the appendices. For other materials also, the developer shall refer the relevant BIS code.

3.2  (i) Designing these buildings on the Green building concept/ energy efficiency concept with solar lights, geysers, plastic doors and windows, energy efficient light fixtures may optimize the O&M expanses.

(ii) Buildings shall be designed (as per IS 456-2000) for one additional storey then the proposed construction and shall have Earthquake resistance structural provisions. Buildings planned with more than G+3 stories shall be provided with elevators.

(iii) Due provisions be made for handicapped persons with ramps and toilet entries.

(iv) All campus roads shall be 7 m wide Cement Concrete M 30 grade (with DLC/ or Roller CC as per design) with 1.5 m hard shoulders and the design of pavement / geometrics, profile, junctions shall be approved by the Independent Engineer.

(v) All road side and campus drainage shall be in precast RCC (M 20) with the RCC cover (min width 1.00 m) used as a footpath. These shall be designed as per relevant IRC codes.

(vi) The project should be environmentally richer than it was with plantation of trees, shrubs and ground cover. These social categories also deserve the best of the environment.

(vii) The waste water may be treated and recycled to optimize its use. Solid waste may be disposed through the main town systems.

(viii) Other user facilities may be provided as required.

3.3 Form Work

The Developer shall be responsible for the safe, workable design and methodology for all temporary or permanent forms, staging and centering required for supporting and forming the concrete of shape, dimensions and surface finish as shown on the drawings. The following guidelines shall be adopted :

(a) Only steel formwork with interlocking steel props etc. shall be permitted. Use of Wooden ballies are strictly prohibited.

(b) Shuttering oil (release agent) used shall be such, which permits easy removal of shutters
without leaving stains or other marks on the surface of the concrete. Requirements given under Clause 3.5 of IRC:87 shall also be complied with.

(c) In case of tubular staging of heights more than 10 m, special attention shall be paid to the structural adequacy of the system, efficacy of the connections (clamps etc), and foundations. Foundation blocks of adequate thickness in M15 cement concrete shall be provided under the base plates to prevent unequal settlements.

All bent tubular props shall be straightened before re-use and the member with deviation from straightness more than 1 in 600 of its length shall not be re-used. For re-used props, suitable reduction in the permissible loads shall be made depending upon their condition in accordance with recommendations of the manufacturer and as reviewed by Independent Engineer.

3.3 **Design Report:**

The Developer shall furnish the design report including the following to the JODA for his review and comments, if any

(i) Sub surface exploration / geo-tech investigation, materials test report.
(ii) Design and drawings of foundations, substructure and superstructure of structures.
(iii) Any other information relevant to the design report.
SECTION-4

MATERIALS AND SPECIFICATIONS FOR STRUCTURES
SECTION-4

MATERIALS AND SPECIFICATIONS FOR STRUCTURES

4.1 Responsibility for Design and structural adequacy:
The developer shall be fully responsible for the design, structural adequacy and detailing of buildings, roads, drainage and all other structures. The review by JODA Independent Engineer shall not relieve the developer of this responsibility.

4.2 General:
(i) All materials to be used in the structures shall be in conformity with the BIS/ IRC/ Specifications, unless specified otherwise in this Section. If the Developer proposes to use any material, which is not covered in BIS/ IRC/ Specifications, it shall conform to relevant International Standards, if there are any, or to the requirements specified in this Manual. Proprietary products proven by international usage in comparable building projects, proposed to be used shall be supported with authenticated licensing arrangement with the manufacturer.

(ii) The Developer shall identify the proposed sources of materials and submit the proposal to JODA for review and comments, if any, prior to delivery. If it is found that proposed sources of supply do not produce uniform and satisfactory products at any time during execution, the Developer shall procure acceptable materials conforming to the specifications from other sources.

(iii) The samples required for review shall be supplied well in advance, at least 48 hours or minimum time required for carrying out the relevant tests, whichever is more. Delay in submission of samples shall not be acceptable as a reason for delay in completion of the works/extension of time for completion.

(iv) In case of manufactured items, the Developer shall submit to the JODA for review and comments, if any, the details pertaining to the product like make, ISI marking, product catalogue, instructions on installation testing and commissioning, guarantee/warrantee etc. The item shall be procured only after due approval by JODA.

(v) The Developer shall set up a full-fledged laboratory at site, as per the agreement for testing of all materials and finished products. He shall make arrangements for additional/confirmatory testing of any material including imported materials/products for which facilities at site laboratory are not available.

4.3 Structural Concrete:
(a) The Concrete for use in structures shall conform to the provisions in IS 456-2000, Clauses 302.6 to 302.9 of IRC:21 and Section 1700 of MOSRTH Specifications. Sampling and Testing of Concrete shall be as per Clause 302.10 of IRC:21. Acceptance criteria for concrete shall conform to Clause 302.11 of IRC:21. Concrete to be produced shall conform to the specified requirements.

(b) A dense and well compacted concrete provides effective protection against corrosion of steel in reinforced concrete members. To achieve this, the Developer shall pay special attention to the following elements, which have a bearing on the production of a durable concrete:
(i) Quality of materials - cement, aggregate, water and admixtures, both mineral and chemical,
(ii) Mix design,
(iii) Mixing and placing of concrete - Concrete shall preferably be produced in a mixing and batching plant,
(iv) Vibration and compaction,
(v) Curing,
(vi) Cover to reinforcement, and
(vii) Detailing.

(c) The following points are also important in production of durable concrete, which shall be duly considered and adopted:
(i) Minimum chloride content in concrete as specified in IRC:21
(ii) Regular testing of water used for making concrete as per IRC:21
(iii) Compatibility testing of admixtures with type of cement,
(iv) Permeability test for concrete,
(v) Testing of aggregates for alkali-silica reaction.

(d) The mix designs for concrete shall be got reviewed by the Independent Engineer prior to
construction.

4.4 Cement :
Any OPC/PPC of cement specified in IRC:21 or IS 269, 8112, or IS 1489 for PPC : may be used for the
works subject to limitations, if any, specified therein.

4.5 Coarse Aggregates :
(a) Before the commencement of the works, at least three samples in accordance with the
procedure laid down in IS: 2430 shall be taken for each quarry source to ascertain the quality,s
JODA ability and fitness of the available material for use in the works. Fresh tests shall be
conducted, in case there is any change in the source or the type of rock being quarried. The
proposal, along with a copy of test reports, shall be submitted to the Independent Engineer for
review and comments, if any.
(b) Aggregates having more than 0.5% sulphate as SO3 and water absorption more than 2% may
not be used.
(c) In case of doubt, the alkali-aggregate reactivity shall be tested in accordance with IS: 2386 (Part
6). Coarse aggregates having positive alkali-silica reaction (ASR) shall not be used.
(d) The maximum value of flakiness index for coarse aggregates shall not exceed 35 percent.

Sand/Fine Aggregates
(a) All fine aggregates shall conform to IS:383 and tests for conformity shall be carried out as per
IS:2386 (Part I to VIII). The fineness modulus of fine aggregates shall be between 2.0 and 3.5
(b) Before the commencement of the works, at least three samples as per IS: 2430 shall be taken
for each quarry source, to ascertain the quality, sJODAability and fitness of the available
material for use in the works and the proposal along with a copy of test reports shall be
submitted to the Independent Engineer for review and comments, if any.
(c) Fine aggregates having positive alkali-silica reaction shall not be used.

Water
(a) Water for use in the works for mixing and curing shall be in conformity with Clause 302.4 of
IRC:21 or IS 456-2000 (Cl; 5.4)
(b) Water from each source shall be tested before the start of works and thereafter every three
months and after each monsoon, till the completion of the works and proposal along with a copy
of test reports shall be submitted to the Independent Engineer for review and comments, if any.

Chemical Admixtures
(a) Chemical Admixtures are proprietary items and shall be obtained only from reputed
manufacturers with proven track record, quality assurance and full-fledged laboratory facilities
for manufacture and testing.
(b) The chemical admixtures shall comply with IS: 9103 and meet the requirements stipulated in
Clause 5.5 of IS:456.

4.8 Steel :
4.8.1 Reinforcement/Un-tensioned Steel : IS 1786: Brands: Tata, Sail, or others as approved by JODA
(i) All reinforcing steel for use in works, shall be procured from original producers or their
authorised agents.
(ii) Only new steel shall be brought to the site. Every bar shall be inspected before assembling on
the work and defective, brittle or burnt bars shall be discarded. Cracked ends of bars shall be
cut before use.
(iii) All reinforcement shall be free from loose rust and coats of paints, oil, mud or any other
substances, which may destroy or reduce bond. The reinforcement bars bent and fixed in
position shall be free from loose rust or scales, coats of paints, oil, mud or chloride
contamination and other corrosion products. Where cleaning of corroded portions is required,
effective method of cleaning such as sand blasting or other method shall be submitted to the
Independent Engineer for prior review and comments, if any.
4.8.2 Structural Steel
All structural steel, castings and forgings, fasteners (bolts, nuts, washers and rivets), welding consumables, wire ropes and cables shall conform to the provisions of Clauses 505.1.2, 505.2, 505.3, 505.4 and 505.6 of IRC:24 respectively.

4.9 Storage of Materials
All materials shall be stored at proper places so as to prevent their deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work. Any material which has deteriorated or has been damaged or is otherwise considered defective after review by the Independent Engineer shall not be used in the works and shall be removed from site by the Developer at his cost. Such materials shall not be made acceptable by any modifications.

4.10 Reports to be submitted
The Developer shall submit test results of all materials and finished products proposed to be used in the Project Highway, as specified in the QC documents, to the Independent Engineer for review and comments, if any.

4.11 New materials: In case the developer proposes some new materials, not hitherto used in Rajasthan, he shall submit the original (relevant) code of specification and the reference to the projects where used and the comments by the client (not below the rank of Executive Engineer) on their performance.

4.12 Similarly, in case a technology other than cast-in-situ, precast RCC or pre-engineered steel frame construction is proposed, detailed literature on the technology, projects where used and comments by the client (not below the rank of Executive Engineer) on their performance. The reasons of preference of such technologies on optimization of costs and period of construction should also be submitted in details. The benefits of such optimization vis-à-vis the established should be transferred to the project. Technologies, not tried and tested are not advised to be proposed.

4.13 Local building materials:
These have a optimising effect on the cost provided they conform to the specifications and the requirements of durability. Test values on such materials be submitted for acceptance by the JODA. The developer shall have to insure the structures constructed with such materials for a period of 20 years.

4.14 General specifications for the works:

4.14.1 Buildings:

<table>
<thead>
<tr>
<th>Particulars of Item</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand for Drainage layer, foundation, backfill and under floors (where required for clayey soil beds):</td>
<td>Grading zone I/II</td>
</tr>
<tr>
<td>Foundation Concrete:</td>
<td>PCC M10-100 mm thick.</td>
</tr>
<tr>
<td>Foundation Masonry:</td>
<td>RR Stone /Brick (Ist Class-75 kg/sqcm) masonry in CM 1:6</td>
</tr>
<tr>
<td>Bitumen paint below DPC</td>
<td>VG 30 @ 1.7 kg/sqm in 2 layers</td>
</tr>
<tr>
<td>DPC: 100 mm th.</td>
<td>RCC M 20 with nominal Reinforcement (2#12 at bottom and 2#10 at top, stirrups; 8 mm at 300 c/c)</td>
</tr>
<tr>
<td>Plinth protection-600 mm wide, 1% outward slope</td>
<td>PCC M 10, 75 mm th. over stone/brick kharanja 150/230 mm th.</td>
</tr>
<tr>
<td>Superstructure masonry</td>
<td>Brick (Ist Class-75 kg/sqcm), CC blocks masonry in CM 1:6, RR Stone masonry 300 mm th. on all 3floors, BW 230 mm th. on all floors. PCC block masonry in CM 1:6 (min. 200 mm th)</td>
</tr>
<tr>
<td>Partition walls</td>
<td>BW / PCC blocks (75 mm th) in CM 1:6</td>
</tr>
<tr>
<td>Reinforcement steel: IS 1786</td>
<td>Tata, Sail, Usha, or equivalent as approved by the IE</td>
</tr>
<tr>
<td>Flooring (everywhere including kitchen and toilets, steps): GF</td>
<td>Non plastic soils:</td>
</tr>
<tr>
<td></td>
<td>(i) Local soil well compacted.</td>
</tr>
<tr>
<td></td>
<td>(ii) Stone on end / brick on end kharanja 150/230 mm th.</td>
</tr>
<tr>
<td></td>
<td>(iii) PCC M10: 100 mm th.</td>
</tr>
<tr>
<td></td>
<td>(iv) Vitrified, antiskid, ceramic tiles. In kitchen and toilets, as per approval,</td>
</tr>
<tr>
<td><strong>Activities</strong></td>
<td><strong>Details</strong></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Terracing</td>
<td>i) VG 30 @ 1.7 kg/sqm in 2 layers ii) Brick Bat Coba as per CPWD specifications.</td>
</tr>
<tr>
<td>PCC M 15 coping</td>
<td>50 mm th. Precast, top slope 1% (inwards)</td>
</tr>
<tr>
<td>Rain water down take pipes.</td>
<td>1-110 mm dia for each 35 sqm of terrace area, brought down to plinth protection level, duly encased in BW in CM 1:6.</td>
</tr>
<tr>
<td>Plasters inside</td>
<td>CM 1:6, 20 mm over stone masonry and 12 mm th. over BW and 6 mm th. over Block masonry</td>
</tr>
<tr>
<td>Ceiling plaster</td>
<td>Should not be required</td>
</tr>
<tr>
<td>Skirting/Dado</td>
<td>Glazed tiles of approved make and size.</td>
</tr>
<tr>
<td>Plastering out side</td>
<td>CM 1:6 with water proofing compound.</td>
</tr>
<tr>
<td>Joinery: Frames</td>
<td>Pressed steel door frames (125mmx65 mm for Double Rebate and 100 mm x50 mm for Single Rebate), Ferro cement paneled, Alternatively: Factory made solid core</td>
</tr>
<tr>
<td>-do-Shutters 35 mm th, anodized</td>
<td>Aluminum hardware. flush doors, BWP grade marked IS 2202, or PVC (for internal doors) Windows to have fixed wire gauge outside.</td>
</tr>
<tr>
<td>-do-Toilet shutters</td>
<td>PVC doors 35 mm th.</td>
</tr>
<tr>
<td>Paints</td>
<td>Ist quality primer Asian, British, Nerolac or equivalent approved by JODA and 3 coats of Ist Quality enamel paint of any of the above brands. Colours to be approved by RAVIL</td>
</tr>
<tr>
<td>Wall finishing</td>
<td>Birla putty.</td>
</tr>
<tr>
<td>White wash in side</td>
<td>3-4 coats</td>
</tr>
</tbody>
</table>

**Water supply**

- GI/ uPVC Pipes/ fixtures _PVC 10 kg/sqcm and 20 kg/sqcm pressure._ ISI marked or better
- Non-pressure pipes ISI marked or better
- Fittings: ISI marked or better
- OHT 675 ltr/family ; Double walled ISI marked Polycon, Sintex or better

**Sanitary services**

- uPVC Pipes / specials all dia ISI marked or better
- Wares: WC ISI marked or better
- Fixtures: PVC ISI marked or better
- MH Precast RCC, Ferro cement covers.
- Septic Tank One for 500 users
- Soakage pits Two for each for above

**Electrical Installation**

- CondJODA: PV ISI marked
- Copper Wires/cable --do---
- Switches --do--
- MCB/MCCB Havel’s or better as approved by RM RAVIL.
- Earthing Jell Approved
<table>
<thead>
<tr>
<th>Light fixtures</th>
<th>ISI marked</th>
</tr>
</thead>
<tbody>
<tr>
<td>MS boxes 18G</td>
<td>18 Gauge, As per design</td>
</tr>
<tr>
<td>Joinery hardware</td>
<td>As per PWD specifications, Approved by Resident Manager RAVIL.</td>
</tr>
</tbody>
</table>

**Roads: BT**

<table>
<thead>
<tr>
<th>Embankment</th>
<th>Local non plastic soil, In case of clayey subgrades, mixture of soil (70%) and sand (30%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-base</td>
<td>GSB-100 mm, Grade II</td>
</tr>
<tr>
<td>Base</td>
<td>1 layers of WMM 150 mm th.</td>
</tr>
<tr>
<td>Primer and 20 mm th. PC</td>
<td></td>
</tr>
</tbody>
</table>

**Roads: CC**

<table>
<thead>
<tr>
<th>Embankment</th>
<th>Local non plastic soil, In case of clayey subgrades, mixture of soil (70%) and sand (30%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-base</td>
<td>GSB-100 mm, Grade II</td>
</tr>
<tr>
<td>DLC</td>
<td>150 mm th. laid with paver</td>
</tr>
<tr>
<td>CC, M10</td>
<td>100 mm th. laid with paver</td>
</tr>
<tr>
<td>Side drains</td>
<td>CC M15.</td>
</tr>
<tr>
<td>Kerbs/foot path</td>
<td>CC M 15</td>
</tr>
</tbody>
</table>

Note: 1. Better materials and fittings shall be approved by the JODA
2. Samples of hardware shall be –do-
SECTION-5

LANDSCAPING

AND

TREE PLANTATION
SECTION-5

LANDSCAPING AND TREE PLANTATION

5.1 General:

The Developer shall plant trees and shrubs of required number and type at the appropriate locations within the project campus and in the land earmarked by the Government for afforestation. The Government shall specify the number of trees which are required to be planted by the Developer as compensatory afforestation. The Developer shall also maintain the trees and shrubs in good condition during the defect liability Period as per the maintenance schedule. The guidelines given in this Section shall be followed in plantation of trees and shrubs.

5.2 Design Considerations in various locations:-

5.2.1 Set-back Distance of Trees and Other Plantation

Trees on the roadside shall be sufficiently away from the roadway so that they are not a hazard to road traffic or restrict the visibility. Most vulnerable locations in this regard are the inside of curves, junction corners and cut slopes. Trees shall be placed at a minimum distance of 10-12 m from the centre line of the extreme traffic lane, to provide recovery area for the vehicle that runs off the road. A second row of trees 6 m further away will also be desirable and planted, wherever possible. Preferably, the first row of trees shall consist of species with thick shade and other rows of vertical growth type providing thin shade. The distances for alternative rows of trees shall be reckoned from the nearest edge of the pavement. Besides trees, suitable shrubs and ground cover should also be planted as per design.

5.2.2 Spacing of Avenue Trees:

The spacing of avenue trees will depend on the type and growth characteristics of trees, requirement of maintenance, penetration of distant views, etc. A range of 3-5 m would meet the requirement for most varieties.

5.2.3 Choice of Trees:

The following guidelines shall be kept in view while selecting the species of trees to be planted:

(i) Trees shall be selected with due regard to soil, rainfall, temperature and water level.

(ii) The species must be capable of developing a straight and clean bole up to a height of 2.5 to 3.5 m from the ground level.

(iii) The selected trees shall, preferably, be fast growing and wind-firm. These shall not be thorny or drop too many leaves.

(iv) The trees shall be deep rooted as shallow roots injure pavements.

(v) In urban areas, the species selected shall be of less spreading type, so that these do not interfere with overhead services, clear view of signs and efficiency of roadway lighting.

5.3 Maintenance of Plants

The Developer shall submit scheme for plantation and maintenance of plants and trees to the Independent Engineer for review and comments, if any.
SECTION-6

RAIN WATER HARVESTING

&

WASTE WATER RECYCLING
1. Rajasthan State is rain fed economy and water is the elixir of life. Every drop of rain water is to be conserved to sustain human, cattle and plant life. It has been a tradition to sustenance in our State. Govt. of Rajasthan is constructing such structures in their own buildings, roadside locations and even insisting on the subjects to provide one in their private dwellings.

2. These mass housing complexes shall be ideal choice for such structures and all rainwater should be provided for conservation. Many standard designs have been developed by JDA and others that could be adopted.

3. This water could either be stored and processed for drinking / plant consumption purposes or made to reach the aquifers of the wells/tube wells located in the complex.

4. These complexes should have structures to conserve at least 70% rain water through open and runoff from the roofs of all houses built in the complex.

5. The design of a suitable rainwater harvesting structures shall be proposed by the developer for approval by the JODA.

6. **Waste water recycling:** All waste water shall be re-cycled through STP to specified quality standards and used for plantation, and other misc. uses.
SECTION-7

FIRE DETECTION,
ALARM
&
FIGHTING
Govt. of Rajasthan attaches due importance to safety of its people and hence adequate provisions are to be provided in this project.

**FIRE AND LIFE SAFETY, AS PER APPROVED LAYOUT PLAN**

1. **Down-comer** — An arrangement of firefighting within the building by means of down-comer pipe connected to terrace tank through terrace pump, gate valve and non-return valve and having mains not less than 100 mm internal diameter with landing valves on each floor/landing. It is also fitted with inlet connections at ground level for charging with water by pumping from fire service appliances and air release valve at roof level to release trapped air inside. The design of GWR and OHT for fire shall be got approved by the RAVIL and the IE.

2. **Fire Exit** — to be provided at each floor.

3. **Horizontal Exit** — An arrangement which allows alternative egress from a floor area to another floor at or near the same level in an adjoining building or an adjoining part of the same building with adequate fire separation.

4. **Means of Egress** — A continuous and unobstructed way of travel from any point in a building or structure to a place of comparative safety.

5. **General Requirements of All Individual Occupancies**

5.1 **General**

All buildings shall satisfy certain requirements which contribute, individually and collectively, to the safety of life from fire, smoke, fumes and panic arising from these or similar causes. There are, however, certain general principles and common requirements which are applicable to all or most of the occupancies.

5.2 **Vertical opening**

Every vertical opening between the floors of a building shall be sJODAably enclosed or protected, as necessary, to provide the following:

a) Reasonable safety to the occupants while using the means of egress by preventing spread of fire, smoke, or fumes through vertical openings from floor to floor to allow occupants to complete their use of the means of egress.

b) Further it shall be ensured to provide a clear height of 2 100 mm in the passage/escape path of the occupants.

5.3 **Electrical Installations**: Shall be duly protected from fire hazard with an approved design.

5.4 Fire extinguishers shall be provided on each floor and at approved locations on the campus.
Appendices
Besides the BIS codes (as under) on building materials, methodologies, sampling and testing, and IRC codes (as listed ahead) about the campus roads, CC pavement and other matters to be referred.

### SUMMARY OF BIS CODES FOR BUILDING MATERIALS (for reference)

<table>
<thead>
<tr>
<th>S.No</th>
<th>Materials</th>
<th>Specifications :IS</th>
<th>BIS code for</th>
<th>Sampling/Testing :IS</th>
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<tbody>
<tr>
<td></td>
<td><strong>CEMENT AND CONCRETE</strong></td>
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<tr>
<td>6.</td>
<td>Cement OPC or PPC</td>
<td>269/1489 (I) /8112/12269.</td>
<td>650</td>
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<td>14.</td>
<td>Concrete Masonry works-Hollow and solid concrete Blocks.</td>
<td>2185(P-I)-1979</td>
<td>2185(P-I)-1979</td>
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<td>15.</td>
<td>Load Bearing Light weight Concrete Blocks.</td>
<td>3590-1966</td>
<td>3590-1966</td>
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<td>16.</td>
<td>Hollow and Solid Concrete Blocks</td>
<td>2185-(P-I)-1979</td>
<td></td>
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<tr>
<td>17.</td>
<td>CC Flooring Tiles.</td>
<td>1237</td>
<td></td>
<td></td>
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<tr>
<td>18.</td>
<td>Laying and Finishing of CC Flooring Tiles.</td>
<td>1443</td>
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<td></td>
<td>Description</td>
<td>Year 1</td>
<td>Year 2</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td>20</td>
<td>Autoclaved Cellular Concrete Blocks.</td>
<td>5482-1969</td>
<td>6441(P-I)-1972</td>
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<tr>
<td>21</td>
<td>Autoclaved Reinforced Cellular Concrete wall slabs.</td>
<td>6072-1971</td>
<td>3809-1966</td>
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<td>22</td>
<td>Autoclaved Reinforced Cellular Concrete Floor and Roof slabs.</td>
<td>6073-1971</td>
<td>3809-1966</td>
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<td>23</td>
<td>Precast Concrete Coping Blocks</td>
<td>5751-1969</td>
<td>5751-1969</td>
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<tr>
<td>25</td>
<td>Reinforced Concrete Fence Posts</td>
<td>4996-1968</td>
<td>4966-1968</td>
<td></td>
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<tr>
<td>26</td>
<td>Precast Concrete cable covers</td>
<td>5820-1970</td>
<td>5820-1970</td>
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<tr>
<td>27</td>
<td>Concrete Porous Pipes for under Drainage.</td>
<td>4350-1967</td>
<td></td>
<td></td>
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<tr>
<td>28</td>
<td>Perforated Concrete pipes</td>
<td>7319-1974</td>
<td>3597-1966</td>
<td></td>
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<tr>
<td>29</td>
<td>Precast Reinforced Concrete Door and Window frames</td>
<td>6523-1972</td>
<td></td>
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<tr>
<td>31</td>
<td>Asbestos Cement Flat Sheets</td>
<td>2096-1966</td>
<td>2096-1966/1974</td>
<td></td>
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<tr>
<td>32</td>
<td>Code of practice for laying Asbestos Cement Sheets.</td>
<td>3007(P I)-1999</td>
<td>(IR)</td>
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<tr>
<td>34</td>
<td>Pre-stressed Concrete Pipes including fittings.</td>
<td>784-1978</td>
<td>3597-1966</td>
<td></td>
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<tr>
<td>35</td>
<td>Steel Cylinder Reinforced Pipes.</td>
<td>1916-1963</td>
<td>1916-1963</td>
<td></td>
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<tr>
<td>36</td>
<td>Specials for Steel Cylinder Reinforced Pipes.</td>
<td>7322-1974</td>
<td>7322-1974</td>
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<tr>
<td>37</td>
<td>Concrete Porous pipes for Under drainage.</td>
<td>4350-1967</td>
<td>4350-1967</td>
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<tr>
<td>38</td>
<td>Perforated Concrete Pipes.</td>
<td>7319-1974</td>
<td>3597-1966</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Plain and Reinforced Concrete –Code of practice (IV Revision).</td>
<td>456-2000</td>
<td>Cubes IS 516, Admixtures IS 9103, workability: IS 1199,</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Code of practice for use of structural steel in general building construction. Revised.</td>
<td>800-1962</td>
<td>800</td>
<td></td>
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<tr>
<td></td>
<td>Use of steel Tubes in General Building construction.</td>
<td>806-1968 (IR)</td>
<td>800</td>
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<tr>
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<td>-----------------------------------------------------</td>
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<td></td>
</tr>
</tbody>
</table>

**POZZOLANAS**

|   | Fly Ash for use as Pozzolana and Admixture. | 3812-1981 | 1727-1967 |

**LIMES**


**STONES**

<table>
<thead>
<tr>
<th></th>
<th>Natural Building stones for Masonry work.</th>
<th>1127-1970</th>
<th>1127-1974</th>
</tr>
</thead>
<tbody>
<tr>
<td>47</td>
<td>Marble (Blocks, Slabs and Tiles).</td>
<td>1130-1969</td>
<td>1122, 1124-1974,</td>
</tr>
<tr>
<td>48</td>
<td>Structural Granite</td>
<td>3316-1974</td>
<td>1121,1122, 1124-1974,</td>
</tr>
<tr>
<td>49</td>
<td>Sand Stone (Slabs and Tiles)</td>
<td>3622-1977</td>
<td>1121, 1124, 1126-1974 &amp; 1706-1972</td>
</tr>
<tr>
<td>50</td>
<td>Laterite Stone Block for Masonry.</td>
<td>3620-1979</td>
<td>1121/1124-1974</td>
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</tbody>
</table>

**CLAY PRODUCTS FOR BUILDINGS**

<table>
<thead>
<tr>
<th></th>
<th>Burnt Clay Hollow Blocks for walls and partitions.</th>
<th>3952-1978</th>
<th>3952-1978</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Common Burnt Clay Building Bricks.</td>
<td>1077-1976</td>
<td>3495-1976 (P-I/II/III)</td>
</tr>
<tr>
<td>53</td>
<td>Heavy Duty Burnt Clay Building Bricks.</td>
<td>2180-1970</td>
<td>--do--</td>
</tr>
<tr>
<td>54</td>
<td>Burnt Clay Perforated Building Bricks.</td>
<td>2222-1979</td>
<td>-- do --</td>
</tr>
<tr>
<td>55</td>
<td>Burnt Clay Facing Bricks.</td>
<td>2691-1972</td>
<td>-- do --</td>
</tr>
<tr>
<td>56</td>
<td>Burnt Clay Paving Bricks.</td>
<td>3583-1975</td>
<td>-- do --</td>
</tr>
<tr>
<td>57</td>
<td>Burnt clay Sewer Bricks.</td>
<td>4885-1968</td>
<td>-- do --</td>
</tr>
<tr>
<td>58</td>
<td>Burnt Clay Soling Bricks.</td>
<td>5779-1970</td>
<td>-- do --</td>
</tr>
<tr>
<td>No.</td>
<td>Item Description</td>
<td>Year 1</td>
<td>Year 2</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------</td>
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</tr>
<tr>
<td>60.</td>
<td>Special Shapes Clay Bricks</td>
<td>6165-1971</td>
<td>6165-1971</td>
</tr>
<tr>
<td>63.</td>
<td>Clay Ridge and Ceiling Tiles</td>
<td>1464-1973</td>
<td>1464-1973</td>
</tr>
<tr>
<td>64.</td>
<td>Clay Flooring Tiles</td>
<td>1478-1969</td>
<td>1478-1969</td>
</tr>
<tr>
<td>67.</td>
<td>Hollow Clay Tiles for Floors and roofs (P-II, Structural Type).</td>
<td>3951(P-II)-1975</td>
<td>3951-1975</td>
</tr>
<tr>
<td></td>
<td><strong>GYPSUM BUILDING MATERIALS.</strong></td>
<td></td>
<td></td>
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<tr>
<td>70.</td>
<td>Gypsum Building Plasters (Part-II: Premixed Light Weight Plasters)</td>
<td>2547(P-II)-1976</td>
<td>2542-1978</td>
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<tr>
<td>71.</td>
<td>Gypsum Partition Blocks (Non-load Bearing-Solid and Hollow Types)</td>
<td>2849-1964</td>
<td>2542-1978</td>
</tr>
<tr>
<td></td>
<td><strong>FLOOR COVERINGS AND OTHER FINISHES.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72.</td>
<td>Cement Concrete Flooring Tiles</td>
<td>1237-1980</td>
<td>1237-1980</td>
</tr>
<tr>
<td>74.</td>
<td>Flexible PVC Flooring</td>
<td>3462-1979</td>
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<tr>
<td>75.</td>
<td>Polystyrene Wall Tiles</td>
<td>3463-1966</td>
<td>3464-1980</td>
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<tr>
<td>76.</td>
<td>Ceramic unglazed Acid Resisting Tiles</td>
<td>4457-1982</td>
<td>4457-1982</td>
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<tr>
<td>77.</td>
<td>Chemical Resistant Mortars (Silicate Type)</td>
<td>4832(P-I)-1969</td>
<td>4456-1967</td>
</tr>
<tr>
<td>78.</td>
<td>Chemical Resistant Mortars (Resin Type)</td>
<td>4832(P-II)-1969, 4443-1980</td>
<td>4456-1967</td>
</tr>
<tr>
<td>80.</td>
<td>Acid Resistant bricks</td>
<td>4860-1968</td>
<td>1237-1980</td>
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<tr>
<td>81.</td>
<td>Linoleum Sheets and Tiles</td>
<td>653-1980</td>
<td>9704-1980</td>
</tr>
<tr>
<td>84.</td>
<td>Bitumen Mastic, Antistatic and Electrically conducting grade.</td>
<td>8374-1977</td>
<td>8374-1977</td>
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</tbody>
</table>

**Waterproofing and Damp-proofing Materials**

<p>| | | | |</p>
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<thead>
<tr>
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</thead>
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<tr>
<td>87</td>
<td>Integral Cement Waterproofing Compounds</td>
<td>2645-1975</td>
<td>4031-1968, IS 6925-1973</td>
</tr>
<tr>
<td>75</td>
<td>Bitumen Mastic for use in Waterproofing of Roofs.</td>
<td>3037-1965</td>
<td>1195-1978</td>
</tr>
<tr>
<td>75a</td>
<td>Code of practice for application of bitumen mastic for water proofing of roofs.</td>
<td>4365-1967</td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>Bitumen Primer for use in Waterproofing and Damp proofing.</td>
<td>3384-1965</td>
<td>1203, 1206, 1213, 1216-1978</td>
</tr>
<tr>
<td>77a</td>
<td>Pressed steel door frames</td>
<td>4351-1976</td>
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<tr>
<td>78</td>
<td>Glass Fibre Base Coal Tar Pitch and Bitumen Felts.</td>
<td>7193-1974</td>
<td>7193-1974</td>
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</table>

**SANITARY APPLIANCES AND WATER FITTINGS**

<p>| | | | |</p>
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<tbody>
<tr>
<td>79</td>
<td>Flushing Cisterns For Water Closets and Urinals (Valve less symphonic Type)</td>
<td>774-1971</td>
<td>774-1971</td>
</tr>
<tr>
<td>80</td>
<td>Cast Copper Alloy Screw-Down Bib Taps and Stop Valves for water services.</td>
<td>781-1977</td>
<td>781-1977</td>
</tr>
<tr>
<td>81</td>
<td>Caulking Lead</td>
<td>782-1978</td>
<td>782-1977</td>
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<tr>
<td>84</td>
<td>Pillar Taps for water supply purposes.</td>
<td>1795-1982</td>
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<tr>
<td>88.</td>
<td>Ferrules for water services.</td>
<td>2692-1978 2692-1978</td>
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<tr>
<td>89.</td>
<td>Copper Alloy waste fittings for Wash-Basins and Sinks.</td>
<td>2963-1979 2963-1979</td>
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<tr>
<td>90.</td>
<td>Plug cocks for water supply purposes.</td>
<td>3004-1979 3004-1979</td>
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<tr>
<td>92.</td>
<td>Plastic Flushing Cisterns (Valve less Siphonic type) For Water Closets and Urinals.</td>
<td>7231-1974 7231-1974</td>
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<tr>
<td>93.</td>
<td>Low Density Polyethylene pipes For Potable Water Supplies.</td>
<td>3076-1968 3076-1968</td>
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<td>94.</td>
<td>High Density Polyethylene Pipes For Potable Water Supplies, sewage and Industrial Effluents.</td>
<td>4984-1978 4984-1978</td>
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<tr>
<td>96.</td>
<td>Injection Moulded PVC Socket Fittings with Solvent Cement Joints For Water Supplies.</td>
<td>7834 (P-I to VIII)-1975 7834 (P-I to VIII)-1975</td>
<td></td>
</tr>
<tr>
<td>97.</td>
<td>Injection Moulded High density Polyethylene (HDPE) Fittings for Potable Water Supplies.</td>
<td>8008 (P-I to VII)-1976 8008 (P-I to VII)-1976</td>
<td></td>
</tr>
<tr>
<td>98.</td>
<td>Fabricated High Density Polyethylene (HDPE) Fittings For Potable Water Supplies.</td>
<td>8360(P-I to III)-1977 8360(P-I to III)-1977</td>
<td></td>
</tr>
</tbody>
</table>

**Builders (Joinery) Hardware.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Code Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.</td>
<td>Tower Bolts ( part I-Ferrous Metals)</td>
<td>204-1978 204-1978</td>
</tr>
<tr>
<td>102.</td>
<td>Tower Bolts ( part II-Non-Ferrous Metals)</td>
<td>204-1978 204-1978</td>
</tr>
<tr>
<td>103.</td>
<td>Non Ferrous Metal Butt Hinges.</td>
<td>205-1978 205-1978</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>105.</td>
<td>Door Handles.</td>
<td>208-1979</td>
</tr>
<tr>
<td>106.</td>
<td>Mild steel sliding door bolts for use with padlocks.</td>
<td>281-1973</td>
</tr>
<tr>
<td>108.</td>
<td>Timber Paneled and Glazed shutters</td>
<td>1003</td>
</tr>
<tr>
<td>109.</td>
<td>Timber Door, Window and ventilator frames.</td>
<td>4021</td>
</tr>
<tr>
<td>110.</td>
<td>Factory made flush doors BWP/other grade</td>
<td>2202 (P-I/II)</td>
</tr>
<tr>
<td>111.</td>
<td>Methods of test for wooden flush doors.</td>
<td>4020-1967</td>
</tr>
<tr>
<td>112.</td>
<td>ISI Handbook for structural Engineers.</td>
<td>SP-6(2)-1962</td>
</tr>
<tr>
<td>113.</td>
<td>Cold formed Light Gauge Steel Structural Members in General building Construction.</td>
<td>801</td>
</tr>
<tr>
<td>114.</td>
<td>Specifications for steel door frames.</td>
<td>4351</td>
</tr>
<tr>
<td>120.</td>
<td>Code of practice for structural safety of buildings: loading standards.</td>
<td>875 (PIII)-1987 (IIR)</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
<td>Code/Revision Details</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>121</td>
<td>Code of practice for structural safety of buildings: loading standards.</td>
<td>875 (PV)-1987, (IIR)</td>
</tr>
<tr>
<td>122</td>
<td>Code of practice for design and construction of simple spread foundations.</td>
<td>1080-1962,1985(IIR)</td>
</tr>
<tr>
<td>123</td>
<td>Code of practice for calculation of settlement of foundations.</td>
<td>8009(P II)-1980</td>
</tr>
<tr>
<td>124</td>
<td>Dimensions and Workmanship of Natural Building stones for Masonry work.</td>
<td>1127-1970</td>
</tr>
<tr>
<td>127</td>
<td>Methods of measurements of Civil Engineering works, various parts and latest revisions from Ist to IVth</td>
<td>1200 -1973</td>
</tr>
<tr>
<td>129</td>
<td>Code of practice for anti-termite measures in buildings.</td>
<td>6313 (P I)-1981(IR)</td>
</tr>
<tr>
<td>130</td>
<td>Code of practice for anti-termite measures in buildings.</td>
<td>6313 (P II)-1981</td>
</tr>
<tr>
<td>131</td>
<td>Code of practice for anti-termite measures in buildings.</td>
<td>6313 (P III)-2001(IIR)</td>
</tr>
<tr>
<td>133</td>
<td>Specification for Luminaries for street lighting.</td>
<td>2149-1970</td>
</tr>
<tr>
<td>134</td>
<td>Code of practice for natural ventilation of Buildings.</td>
<td>3362-1965</td>
</tr>
<tr>
<td>135</td>
<td>Indian Standard guide for heat insulation of nonindustrial buildings.</td>
<td>3792-1966</td>
</tr>
<tr>
<td>136</td>
<td>Methods of measurements of Plinth, carpet and Rent able areas of building works (Ist Rev).</td>
<td>3861-1975,2002(IIR)</td>
</tr>
<tr>
<td>137a</td>
<td>Codes for Earthquake Engineering</td>
<td>SP 22 BIS</td>
</tr>
<tr>
<td>137b</td>
<td>Earthquake design of buildings</td>
<td>4326</td>
</tr>
<tr>
<td>138</td>
<td>Hand book on concrete mixes</td>
<td>SP 23 BIS</td>
</tr>
<tr>
<td>No.</td>
<td>Title</td>
<td>Page</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>139</td>
<td>Hand book on RCC Detailing</td>
<td>SP 34 BIS</td>
</tr>
<tr>
<td>140</td>
<td>Pre-cast Cement Concrete Poles for Power Line</td>
<td>1322</td>
</tr>
<tr>
<td>141</td>
<td>Steel Doors, windows and Ventilators.</td>
<td>1038</td>
</tr>
<tr>
<td>142</td>
<td>Architectural and Building Drawings</td>
<td>962</td>
</tr>
<tr>
<td>143</td>
<td>Strength of natural building stones</td>
<td>1121(I)</td>
</tr>
<tr>
<td>144</td>
<td>Basic Requirements for water supply</td>
<td>1172</td>
</tr>
<tr>
<td>145</td>
<td>Aluminum Doors and windows for residential buildings</td>
<td>1948</td>
</tr>
<tr>
<td>146</td>
<td>Testing of Cement Concrete Pipes</td>
<td>3597</td>
</tr>
<tr>
<td>148</td>
<td>Ancillary structures in Sewerage</td>
<td>4111(I)</td>
</tr>
<tr>
<td>149</td>
<td>Refuse chutes in Multistoried Buildings</td>
<td>6924</td>
</tr>
</tbody>
</table>
IRC Codes to be referred

1 (I) Design, Construction and Maintenance of Cement Concrete Pavements
   1. IRC : 15-2002 Standard Specifications and Code of Practice for Construction of
      Concrete Roads (Third Revision).
   2. IRC:44-1976 Tentative Guidelines for Cement Concrete Mix Design for
      Pavements (for Non-Air Entrained and Continuously Graded Concrete) (First Revision)
   3. IRC:57-1974 Pavements Recommended Practice for Sealing of Joints in Concrete
      Pavements
      Highways (Second Revision)
   5. IRC:61-1976 Tentative Guidelines for the Construction of Cement Concrete
      Pavements in Hot Weather
      Pavement Construction
   7. IRC:77-1979 Tentative Guidelines for Repair of Concrete Pavements Using
      Synthetic Resins
   8. IRC:84-1983 Code of Practice for Curing of Cement Concrete Pavements
   9. IRC:91-1985 Tentative Guidelines for Construction of Cement Concrete
      Pavements in Cold Weather.
   11. IRC:SP:49-1998 Guidelines for the Use of Dry Lean Concrete as Sub-base for Rigid
       Pavement.
       Rural Roads
   13. IRC:SP:63-2004 Guidelines for the Use of Interlocking Concrete Block Pavement
       Pavements

1 (J) Project Preparation, Contract Management and Quality Control
   1. IRC:42-1972 Performa for Record of Test Values of Locally Available Pavement
      Construction Materials.

1 (L) Road Drainage
   1. IRC:SP:42-1994 Guidelines on Road Drainage
   2. IRC:SP:50-1999 Guidelines on Urban Drainage

1(M) Road Bitumen
   IS 1201-1220-1978 : Testing of Tar and bitumen
   Sampling IS 73-1961
   Specifications for Bitumen Emulsion for roads.: IS: 8887-1978 ,1995(IR)

1(N) Road Machinery
   1. IRC:43-1972 Recommended Practice for Tools, Equipment and Appliances for
      Concrete Pavement Construction
4.5.1 **Personnel**

Bidders should provide the names of suitably qualified / experienced personnel to meet the requirements specified in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate. Please also attach a recent photograph.

**Form PER–1: Proposed Personnel**

<table>
<thead>
<tr>
<th></th>
<th>Title of Position*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td>2.</td>
<td>Title of position*</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td>3.</td>
<td>Title of position*</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
<tr>
<td>4.</td>
<td>Title of position*</td>
</tr>
<tr>
<td></td>
<td>Name</td>
</tr>
</tbody>
</table>

*As list as on page………… of the document (Evaluation and Qualification Criteria).
Form PER-2: Resume of Proposed Personnel (attach a recent photo)

<table>
<thead>
<tr>
<th>Position</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Personnel information</th>
<th>Name</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional Qualifications</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present employment</th>
<th>Name of Employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Contact (manager/ personnel officer)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax</th>
<th>E-mail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job title</th>
<th>Years with present employer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the incumbent in blue ink.
Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company/Project/Position/Relevant technical and management experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**4.5.2 Equipment**

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed (at page 41) in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<table>
<thead>
<tr>
<th>Item of Equipment</th>
<th>Equipment Information</th>
<th>Name of manufacturer</th>
<th>Model and power rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capacity</td>
<td></td>
<td>Year of manufacture</td>
</tr>
<tr>
<td>Current Status</td>
<td>Current location</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Details of current commitments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source</td>
<td>Indicate source of the equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Owned Rented Leased Specially manufactured</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Omit the following information for equipment owned by the Bidder.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Name of Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address of owner</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
<tr>
<td>Agreements</td>
<td>Details of rental/lease/manufacture agreements specific to the project</td>
</tr>
</tbody>
</table>
4.5.3 Site Organization (Proposed by the developer)

4.5.4 Method Statement: (major items of work like CC, shuttering and scaffolding, fabrication and placement of reinforcement, pre casting, or cast in situ, Masonry, Flooring and terracing, roads, drainage, sewerage, etc)

4.5.5 Mobilization Schedule (to be proposed by the developer)

4.5.6 Construction Schedule (on MS Project or other appropriate software)
4.6. Bidder’s Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder:

**FormELI-1: Bidder's Information Sheet**

<table>
<thead>
<tr>
<th>BIDDER’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>In case of SPV, legal name of each partner</td>
</tr>
<tr>
<td>Bidder’s country of constitution</td>
</tr>
<tr>
<td>Bidder’s year of constitution</td>
</tr>
<tr>
<td>Bidder’s legal address in country of constitution/India</td>
</tr>
<tr>
<td>Bidder’s authorized representative (name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

Attached are copies of the following original documents.
1. In case of single entity, articles of incorporation or constitution of the legal entity named above.

2. Authorization to represent the firm or SPV named in above.

3. In case of SPV, letter of intent to form SPV or SPV agreement, Name the Lead partner of the SPV

4. In case of a government-owned entity, any additional documents not covered under 1 above

**FormELI-2: SPV Information Sheet**

Each member of a SPV must fill in this form

<table>
<thead>
<tr>
<th>SPV / SPECIALIST DEVELOPER/CONTRACTOR’S INFOECATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder’s legal name</td>
</tr>
<tr>
<td>SPV Partner’s or Sub-Developer/Contractor’s legal Name</td>
</tr>
<tr>
<td>SPV Partner’s or Sub-Developer/Contractor’s country of constitution</td>
</tr>
<tr>
<td>SPV Partner’s or Sub-Developer/Contractor’s year of constitution</td>
</tr>
<tr>
<td>SPV Partner’s or Sub-Developer/Contractor’s legal address in country of constitution</td>
</tr>
<tr>
<td>SPV Partner’s or Sub-</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Developer/ Contractor’s authorized representative information</td>
</tr>
<tr>
<td>(name, address, telephone numbers, fax numbers, e-mail address)</td>
</tr>
</tbody>
</table>

**Attached are copies of the following original documents.**

1. Articles of incorporation or constitution of the legal entity named above.
2. Authorization to represent the firm named above.
3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
Form Fin-1: Financial Situation

Each Bidder or member of a SPV must fill in this form

Financial Turn over for past ……. years-Rs

<table>
<thead>
<tr>
<th>Year 1:</th>
<th>Year 2:</th>
<th>Year 3:</th>
<th>Year 4:</th>
<th>Year 5:</th>
</tr>
</thead>
</table>

Information from Balance Sheet: Rs

<table>
<thead>
<tr>
<th>Total Assets</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Information from Income Statement: Rs

<table>
<thead>
<tr>
<th>Total Revenues</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Profits Before Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profits After Taxes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions:-

- All such documents reflect the financial situation of the Bidder or partner to a SPV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
FormFIN-2: Average Annual Construction (highlight housing) Turnover- Rs.
Each bidder or member of a SPV must fill in this form

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount – Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The information supplied should be the Annual Turnover of the Bidder of each member of a SPV in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported.
Form FIN–3: Financial Resources-Rs

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria).

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Source of Financing</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Bidders and each partner to a SPV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

**CURRENT CONTRACT COMMITMENTS**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Contract</th>
<th>Employer’s Contact.</th>
<th>Value of Outstanding work in Rs.</th>
<th>Estimated Completion Date</th>
<th>Average Monthly Invoicing Last 6 months. Rs/ month</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tel:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Mobile:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>e-mail id:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Form EXP–1: General Construction (Highlight Housing) Experience:

### CONTRACT OF SIMILAR SIZE AND NATURE

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contract Identifications</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Award Date</th>
<th>Completion Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Role in Contract</th>
<th>Developer/ Contractor Sub-Developer/ Contractor</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total Contract Amount</th>
<th>INR</th>
</tr>
</thead>
</table>

If partner in a SPV or sub-Developer/ Contractor, specify participation of total contract amount

<table>
<thead>
<tr>
<th>Employer’s Name</th>
<th>Address Telephone/Fax Number</th>
<th>E-mail</th>
</tr>
</thead>
</table>

### DESCRIPTION OF SIMILARITY IN ACCORDANCE WITH SECTION III:

Each Bidder or member of a SPV must fill in this form

### GENERAL CONSTRUCTION EXPERIENCE

<table>
<thead>
<tr>
<th>Starting Month Year</th>
<th>Ending Month Year</th>
<th>Years</th>
<th>Contract Identification and Name</th>
<th>Name and Address of Employer</th>
<th>Role of Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

|                     |                   |       | Brief Description of the Works Executed by the Bidder |                               |                |
|                     |                   |       |                                                          |                               |                |
Form EXP-2(a): Specific Construction (Pre casting or innovative technology) Experience
Fill up one (1) form per contract.

<table>
<thead>
<tr>
<th>Contract with similar key Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract No.</strong></td>
</tr>
<tr>
<td><strong>Award Date</strong></td>
</tr>
</tbody>
</table>
| **Role in Contract** | • Developer/ Contractor  
• Sub-Developer/ Contractor |
| **Total Contract Amount** | **INR** |
| **If partner in a SPV or sub-Developer/ Contractor, specify participation of total contract amount** | **Percent of Total Amount** |
| **Employer’s Name** |  
**Address**  
**Telephone Number**  
**Fax Number**  
**E-mail** |

Description of the Key Activities in accordance with section III
BID capacity as calculated by the Bidder;

Bidder shall satisfy the requirement of assessed available bid capacity
= (AXNX2-B), where:
A=maximum value of civil engineering works executed in any one year during the last 5 years
Up to March’2018 taking in to account the completed as well as the works in progress.

N= Number of years prescribed for completion of the proposed Contract work.
B= Value, (up dated at the current price level) of existing commitments and on-going works to be completed in the next ‘N’ years.
As per our financial statements : A = Rs. cr.
B = Rs. cr
Adopted value of N as per technical parameters.

Note:-

d) The statement showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-charge not below be the rank of an Executive Engineer or equivalent and certified by the authorized signatory of the bidder.

e) For joint ventures, the available bid capacity will be applied for each partner to the extent of his proposed participation and combined.

f) Escalation factor (for the cost of completed work during the last 5 years) may be taken as follows:

<table>
<thead>
<tr>
<th>Year before completion</th>
<th>Escalation Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td>1.1</td>
</tr>
<tr>
<td>2013-14</td>
<td>1.21</td>
</tr>
<tr>
<td>2012-13</td>
<td>1.33</td>
</tr>
<tr>
<td>2011-12</td>
<td>1.46</td>
</tr>
<tr>
<td>2010-11</td>
<td>1.61</td>
</tr>
</tbody>
</table>

Signature and Seal

Authorized Signatory

Date:
Authorization in favour of the Lead Partner:

The Executive Director (Contracts)
Engineering Projects (India) Ltd.
Core 3, SCOPE Complex, Lodhi Road
New Delhi 110003

1. Sub: Bid for Construction of EWS & LIG flats under Chief Minister’s Jan Awas Yojna-2015 on turnkey basis on Govt. land located PALDI KHICIYAN PACKAGE-1 revenue Village Jodhpur Authorization in favour of the Lead Partner.

Dear Sir,

We the authorized representatives of our firms (enclose board of director’s resolution) hereby confirm that we have unanimously authorized M/s ........................................ represented by Shri........................................ as the lead partner of our SPV consisting of:

i) M/s..............................with Shri...............................as the authorized representative.

ii) M/s.........................With Shri...............................as the authorized representative.

iii) M/s..............................With Shri...............................as the authorized representative.

In confirmation thereof we have signed this authorization today the ................. day of ................................ month........................ year

Signature of authorized representative of the

1. Lead partner
2. IInd Partner
3. III rd Partner.

1. Witness1 Name and address
2. Witness2 Name and address
4.7. SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

Date

This is to certify that M/s ………………………………….is a reputed company with a good financial standing.

If the Contract for the work, namely…………………………………………………………………………….is awarded to the above firm, we shall be able to provide over draft/credit facilities to the extent of Rs.…………….to meet their working capital requirements for executing to the above Contract during the Contract period.

(Signature) Name of Bank MICR No.
Senior Bank Manager
Address of the Bank
Contact
4.8. Affidavit

AFFIDAVIT

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S .........................or the SPV formed and its members have also not been black listed nor has abandoned any work in any State Government Department, or Govt. of Rajasthan of Indian or any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorizes and request(s)any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Employer, CLIENT/UDH department to verify this statement or regarding my(our)competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

_________________________________________________________(Signed by an Authorized Officer of the Firm)

Title of Officer __________________________

Name of Firm
Or firms in SPV

Date:
Undertaking

I, the undersigned do hereby undertake that our firm M/S……………………………. would invest a minimum Cash upto 25% of the value of the work during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

ROF/ROC Registration No:

DATE
Qualification Information:

The information to be filled in by the bidder in the following pages will be used for purposes of post qualification as provided in clause 6.7 of the instructions to bidders. This information will not be incorporated in the contract.

1. For Individual bidders:
1.1 Constitution or legal status of Bidder (Attach copy)

Place of
Registration:

Principal place of
business:

Power of attorney of signatory of bid (Attach):

1.2 Total value of Civil Engineering construction work performed in last 5 years** (Rs. In lac)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Year</th>
<th>Year</th>
<th>Value of works (#)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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1.3.1.1 Work performed as a prime Developer/Contractor, work performed in the past as nominated sub-Developer/Contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last 5 years.**Attach completion certificates duly signed by the EE or equivalent.
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Name of the Employer*</th>
<th>Description Of work</th>
<th>Contract No.</th>
<th>Value of Contract: Rs. In Cr.</th>
<th>Date of issue of Work Order</th>
<th>Stipulated Period of completion</th>
<th>Actual date of completion</th>
<th>Remarks Explain Reasons of delay &amp; work completed</th>
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</tbody>
</table>

*Attach certificates from EE or above.

**Immediately preceding the financial year in which bids are received.

#Attach certificates from Chartered Accountant

1.4 Information on Bid capacity (works for which bids have been submitted and works which are yet to be completed) As on the date of this bid.
(A) Existing commitments and ongoing works:

<table>
<thead>
<tr>
<th>Description Of work</th>
<th>Place &amp; State</th>
<th>Contract No.</th>
<th>Name &amp; Address Of the Employer</th>
<th>Value Of Contract: Rs.in cr.</th>
<th>Stipulated Period of Completion</th>
<th>Value of works to be Completed. (Rs. In Cr.)</th>
<th>Anticipated Date of Completion</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

* Attach certificates from the EE
**Immediately preceding the financial year in which bids are received.
@ Item of work for which data is requested should tally with that specified in ITB clause 1.6.1 (iii)
Not applicable if two stage bidding has been carried out.
(B) Works for which bids already submitted

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Place &amp; State</th>
<th>Name &amp; Address of the Employer</th>
<th>Estimated Value of works; Rs. In</th>
<th>Stipulated Period of Completion</th>
<th>Date by which decision is expected</th>
<th>Remarks if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

1.5 Availability of key items of Developer/Contractor’s equipment essential for carrying out the works. The bidder should list all the information requested below. Refer also to Sub-clause of the ITB 1.6.1. The bidder should list all the information requested below. Refer also to Sub-clause 1.5.3 (iv) of the ITB.

**Availability of Equipment**

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Requirement of equipment</th>
<th>Availability Proposals</th>
<th>Remarks from whom to be purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Nos.</td>
<td>Capacity</td>
<td>Owned/leased/to be procured</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>
1.6 Qualifications and experience of key personnel required for administration and execution of the Contract (ref. Clause 1). Attach biographical data. Refer also to sub-clause 1.5.3(v) of ITB and concerned clause of the Conditions of Contract.

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Qualification</th>
<th>Years of experience (General)</th>
<th>Years of Experience in the proposed Position</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

1.7 Proposed sub-contracts and firms involved;

<table>
<thead>
<tr>
<th>Sanction of the works</th>
<th>Value of sub-contract</th>
<th>Sub- Developer/ Contractor (name and Address)</th>
<th>Experience in similar work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Attach copies of the certificates on position of valid license for executing water supply / sanitary works / building electrification works [refer clause 1.6.1 (iii) & (v)].

1.8 Financial reports for the last 5 years: balance sheets, profit & loss statements, auditor’s report (in case of companies / corporations) etc., List them below and attach copies. Delete if pre-qualification has been carried out.

1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.
1.10 Name, address and Telephone / Telex / fax No. of the Bidder's bankers who may provide reference, if contacted by the employer.

1.11 Statement of compliance under the requirements of sub-clause 1.4.3 of the ITB (Name of Consultant engaged for project preparation is**…………………………)

1.12 Proposed work method and schedule. The bidder should attach description, drawings and charts as necessary to comply with the requirements of the bidding documents. (Refer ITB clause 1.5.1 & 1.5.3)

1.13 Construction Programme.

1.14 Quality Assurance Programme.

2. Additional Requirement

2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 6.7 of the ITB, if applicable.

i. Affidavit
ii. Undertaking
iii. *** Update of original prequalification application
iv. *** Copy of original prequalification application
v. *** Copy of prequalification letter
**Fill the name of the consultant
***Delete, if prequalification has not been carried out
4.11. Schedule of Payment in Rupees: For Construction of EWS & LIG flats under Chief Minister's Jan Awas Yojana-2015 on turn key basis on govt. land located at PALDI KHICHIYAN PACKAGE-1 revenue Village Jodhpur. insert name of the

For provision 4A(i) The loan amount transferred to the ESCROW account will be released by the Jodhpur Development Authority in 8 installments to the developer at different stages of construction as follows based on the certificate issued by 3rd party/nodal agency, after the verification of the progress of work under the approved work plan and cash flow:

(i) After approval of Plans and commencement of foundation work 10%
(ii) Roof level of ground floor 15%
(iii) Roof level of first floor 15%
(iv) Roof level of second floor 15%
(v) Roof level of third floor 15%
(vi) On handing over to UIT 20%
(vii) After six months of handing over 5%
(viii) After twelve months of handing over 5%

Payment: As indicated in the RFP, the developer shall be paid (after statutory deductions and satisfactory reports on Third Party Quality Inspections) through an escrow account maintained in the name of JODA. The payment shall be in different stages as above. The monetary value of the percentages shall be worked by the bidders and quoted in the bid to be checked and approved by the CLIENT.
1. Payment due excludes the statutory deductions, performance security deposit and after dueCompliance to NCRs issued by the TPQIA by the developer / contractor to be ensured by CLIENT, EIC.

2. Measurements for the buildings shall be taken at stage Ist. by the developer’s Engineer and checked by the EIC, CLIENT/ EIC. These will be entered on a A4 computer sheet which will be bound and will be declared as MB and no hand written entry in the MB shall be required.

3. On subsequent stages thickness of plasters, slope and thickness of terracing, thickness of shutters, All layers of flooring, dia/weight / other parameters of pipes, conformance of brands/ performance of fittings and fixtures, commissioning / testing of all services, crust/profile and geometry of roads, inverts of drains, MH and sewerage, illumination on road by street lights, and all other parameters covered in ‘Completion’ as required by the urban service agencies shall be checked and recorded.

4. The developer may be required to undertake event management at his cost of a possible public Function if decided to be organized by the CLIENT. The expanses on this event shall be limited to a maximum of Rs one lac only.

5. This is a fixed price lumpsum contract and no variations (including compensation for escalation of costs etc.) on any account are payable to the developer. The developer is requested to design the proposal, drawings, and details in the first instance before submission to include all other costs on contingencies and possible variations etc. All fees/charges of the urban line agencies (services) shall be payable by the developer at hiscost only.

6. **Photographs**: The execution of works shall be duly photographed (still and video if advised by the EIC CLIENT) by the Developer/Contractor. These photographs in soft and hard copies (minimum 6 Nos., 150x100 mm) shall be submitted along with the intermediate payment bills by the Developer/Contractor to the EIC CLIENT.

Other clarifications are as under:

i) **Roads**: The percentage indicated is for BT / CC road 3.5 m wide + hard shoulder (Embankment + sub grade 100 mm+ GSB 150 mm+ WMM 150 mm + Primer + Tackcoat+ 25 mm OGPC with paver+ seal coat B type) + 1.5 m wide hard shoulders (Embankment +150 mm th. GSB Gr. II) . The road crown shall be 300 mm below the plinth level. Main entrance road may be 7.5 m wide.

ii) **Drainage**: Pre cast drain required as per design and approved by EI CLIENT.

iii) **Water supply**: Includes on overhead service reservoir as per design (675lt/flat /day)and a ground water Reservoir + pumps( one regular and one standby + one committed tube well of suitable discharge in the project land , water supply mains + house connections+ water supply to collective PVC overhead tanks for flats as per standard design and approved by EI CLIENT.

iv) **Sanitary / sewerage**: A properly designed sanitary system shall be installed in the flats, with gully trap, grease Trap, airvents, anti-syphonage etc. The disposal from the flats shall be taken through a designed sewerage system to the urban sewerage and connected properly. The invert levels of sewerage shall be integrated to the urban sewerage. If an urban sewerage system is not in place , as per standard practice of PHED / RUIDP Sewerage treatment plant to be built by the developer as apart of the internal development. The MH from the septic tank shall be Connected to the nearest urban sewerage whenever it happens.

v) **Sewerage/ Drainage**: The road side drains shall discharge in to a peripheral storm water drain to be connected to the Existing urban drainage. The section shall be as per storm water drainage requirement. The levels for the drainage shall be integrated with the urban drainage. Design for STP, sewerage to be submitted for approval. **Storm water drainage + local water will be drained out by standard design parameter and DPR approved by CLIENT + RUIDP.**

vi) **Power Supply**: Power supply shall be drawn from a dedicated transformer, penal and GSS located in the project campus. House power connections shall through pillar boxes. The system shall be designed with MCB, MCCB, Isolators and ELCBs. Each flat shall have an individual meter. **Power Supply network to be cheked and approved by DISCOM/JVVNL.**
4.12. Bid Securing Declaration

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

Unique Bid No.: [insert number of bidding process]

To: [insert complete name of the procuring Entity]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Employer for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we:

(a) Have withdrawn our bid during the period of bid validity specified in the Form of Bid; or

(b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or

(c) Having been notified of the acceptance of our Bid by the Employer during the period of bid validity,
   (i) Fail or refuse to execute the Contract, if required, or
   (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration] Duly authorized to sign the bid for and on behalf of: [insert complete name of bidder] Dated on ___________________________ day of ___________________________ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture the submits the bid.]
Declaration by the Bidder

I/we hereby declare that;

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents/pre-qualification documents/bidder registration documents, issued by the procuring entity;

2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding documents/pre-qualification documents/bidder registration documents;

3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

5. I/we do not have a conflict of interest as specified in the prequalification documents/bidder registration documents/bidding documents, which materially affects fair competition;

Date: 
Place: 
Signature of bidder
Name:
Designation:
Address:
निविदाशीता द्वारा घोषणा

[सा. नि. एव लेखा नियम 48 (VII)]

गै/हम घोषणा करता हूं/करते हैं कि गै/हमने जिन मालों/सामानों/उपकरणों के लिए निविदा
दी हैं, उनका/उनके/गै/हम थोक विकेता/सोल विपक्ष/प्राधिकृत डीलर/डीलर/सोल
विक्रय/उपयुक्त ऐजेंट हैं/है।

यदि यह घोषणा असत्य बताये जाये तो किसी भी अन्य कार्यालयों, जो की जा सकती है, पर निविदाशीता द्वारा ाने दिए, मेरी/हमारी प्रतिपादनता को पूर्ण रूप में लागू कर किया जा सकेगा तथा निविदा को, जिस सीमा तक उसे स्वीकार किया गया है रद्द किया जा सकेगा।

(निविदाशीता के हस्ताक्षर)
Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:
(a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
(b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation,
(c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
(f) not obstruct any investigation or audit of a procurement process;
(g) disclose conflict of interest, if any, and
(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

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

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
   a. have controlling partners/shareholders in common; or
   b. receive or have received any direct or indirect subsidy from any of them; or
   c. have the same legal representative for purposes of the Bid; or
   d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
   e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Decl
Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

1. I/we possess the necessary professional, technical, financial and managerial resources and
   competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the
   State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our
   affairs administered by a court or a judicial officer, not have my/our business activities
   suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal
   offence related to my/our professional conduct or the making of false statements or
   misrepresentations as to my/our qualifications to enter into a procurement contract within
   a period of three years preceding the commencement of this procurement process, or not
   have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding
   Document, which materially affects fair competition;

Date:
Place:
Signature of bidder
Name :
Designation:
Address:

Doc1
Annexure C: Grievance Redressal during Procurement Process

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to be in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

(a) determination of need of procurement;
(b) provisions limiting participation of Bidders in the Bid process;
(c) the decision of whether or not to enter into negotiations;
(d) cancellation of a procurement process;
(e) applicability of the provisions of confidentiality

(5) Form of Appeal

(a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
(b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc
(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal
(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal
(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavits and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall—
(i) hear all the parties to appeal present before him; and
(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

[Signature]
FORM No. 1
[See rule 83]
Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. ...... of ..............
Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   (i)
   (ii)
   (iii)

3. Number and date of the order appealed against
   and name and designation of the officer / authority
   who passed the order (enclose copy), or a
   statement of a decision, action or omission of
   the Procuring Entity in contravention to the provisions
   of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented
   by a representative, the name and postal address
   of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

  不停地 (Supported by an
   affidavit)

7. Prayer

Place ........................................
Date ........................................
Appellant's Signature

Doc 1

निवेदिता के टक्सनाहर
Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

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

iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity’s Right to Vary Quantities

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

[Signature]
5. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

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