

TENDER

(Tender Ref. No.: JIL-YEW/NIT/2023/08 Dated 25.11.2023)

VOLUME - I : (NIT & GCC)

For

**Balance Civil & Plumbing including Repairing works at Staff
Accommodation Room, Motel, Public Toilet and Septic Tank at
Facilities KM 100 RHS, KM 107 LHS & KM 151 RHS along Yamuna
Expressway**

(Last Date for Submission of Bids: 6th of December 2023)

Issued By

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



INDEX: VOL-I (NIT & GCC)

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NOTICE INVITING TENDER (NIT)

1.0 JIL invites item rate tender from experienced and eligible Contractors for following works at Yamuna Expressway in prescribed tender form under a two-bid system **(a) Part – I, Technical Bid** with Commercial Terms without Price-Bid (hereinafter "Technical Bid") and **(b) Part – II, Price Bid** (hereinafter "Price Bid") as per the following details:

Tender Ref. No.	JIL-YEW/NIT/2023/08 Dated 25.11.2023
Name of the Work	Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facilities KM 100 RHS, KM 107 LHS & KM 151 RHS along Yamuna Expressway
Cost of Bidding Documents	The Bidding Documents as uploaded can be viewed and downloaded free of cost by anyone including intending Bidders at JIL's website: (http://jaypeeinfratech.com/tender.html)
Period of Completion	6 Months
Earnest Money Deposit	Rs. 68,000/- (Rupees Sixty-Eight Thousand only) in the form of Demand Draft / Bank Guarantee in favour of JAYPEE INFRATECH Ltd. Bank Details of JAYPEE INFRATECH Ltd. for preparation of Bank Guarantee: Name of Beneficiary: Jaypee Infratech Ltd. Bank: IDBI Bank, Trade Finance Department, 8 th Floor, Plate B, Block 2, NBCC Office Complex, Delhi, Delhi State, Pin-110023 Current A/C No.: 011103000012166 IFSC: IBKL0000127
Last date & time of submission of online Tender	Up to 06.12.2023 by 5.00 PM (IST) through email at tendering@jilindia.in ; with the mandatory scanned documents such as DD / BG against EMD & All other documents shall be as per Notice Inviting tender. Financial Bid shall be password protected. Original EMD should reach before 06.10.2023 by 5.00 PM (IST) at Contracts Division, at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP

Last date, time & Address of submission of Tender in hard copies.	Up to 06.12.2023 by 5.00 PM (IST) Technical bids shall be submitted in a sealed envelope at Contracts Division, at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP. The bids shall be submitted along with the mandatory documents including hard copy in original of EMD, Letter of Acceptance of tender conditions unconditional, documents in support of Eligibility of the contractor and other document as per NIT shall be submitted. Financial Bid shall be submitted in a sealed separate envelope.
Date & Time of Opening of technical Tender	07.12.2023 at 12.30 PM
Pre-Bid Meeting & Venue	31st November 2023 at 03.00 PM at office of Jaypee Infratech Limited, J Block, Sector-128, Noida, 201304, UP
Date & Time of Opening of Financial Tender	Later, after Evaluation of Technical bids.
Validity of offer	90 days from the date of opening of price tender.

“Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.

2.0 Minimum Eligibility Criteria:

The interested bidders should meet the following minimum qualifying criteria:

A. Work Experience:

1. Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tenders as under:
 - a) One completed similar work of value equal or more than **Rs.54,84,000/-**
Or
 - b) Two completed similar works of value equal or more than **Rs.34,28,000/-** (each)
Or
 - c) Three completed similar works of value equal or more than **Rs.27,42,000/-** (each)

The above values are inclusive of GST.

AND

2. Bidder should have **executed both Civil works & Plumbing works** as composite works and or separately in at least One of the buildings proposed for qualification.

Definition of Similar work: “Similar works” shall mean Civil / Plumbing works in any Commercial/ Institutional/ Residential / Industrial buildings.

- i) Experience in a similar nature of work should be supported by a copy of a work order and certificates issued by the client's organisation for successful completion of work. If the work experience is in the Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates.
- ii) Joint venture / consortia of firms / companies shall not be allowed, and the bidders should meet the above criteria themselves.
- iii) Participation of Holding company & Subsidiary company

"In case of a bidder is a 'Company' incorporated in India who is a wholly owned 'Subsidiary Company' of Holding Company', either the Turnover and Experience of the Holding Company or the Turnover and Experience of such bidder shall be considered for the purpose of Pre-Qualification criteria, for such bidder subject to the following:

- a) The arrangement permitting the Bidder to quote and rely upon the Turnover and Experience of the Holding Company in the Bidder's quotation through a binding agreement needs to be recorded and submitted along with the bid.
- b) The Bidder as well as 'Holding Company' shall submit an irrevocable undertaking stating therein that both of them i.e. the Bidder as well as its 'Holding Company' shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof.

The terms 'company', 'holding company' and 'subsidiary company' shall have the same meaning as prescribe in the Indian Company's act, 1956.

B. Financial Strength:

- i) The Average annual financial turnover during the 3 best out of last 5 years ending 31st March of the previous financial year shall be at least **Rs. 34.28 Lakh** (Rupees Thirty-Four Lakh Twenty-Eight Thousand only) including GST. The requisite Turn Over shall be duly certified by a Chartered Accountant with his seal, signature, and registration number.

In case of Companies/Firms less than 5 years old, the Average annual financial turnover shall be worked out for the available period only.

- ii) The Net Worth of the company / firm as on the last day of preceding Financial Year should be positive.
- iii) The Bidder should at least have earned a profit in minimum one year in the available last three consecutive balance sheets.

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

- C. The bidder have never abandoned or left work incomplete in the last 5 years. During the course of tendering if it is found that the undertaking in the affidavit is untrue, the bidder will automatically be disqualified from the Bidding Process.
- D. Should have valid labour license and be registered with ESIC and EPF and all other statutory required approvals/permits/ licenses/ permissions as applicable in law during the relevant time/or during the entirety of the contract term. Copies of License and registrations required to be submitted.
- 3.0 The intending tenderer must read the terms and conditions of JIL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website shall form part of Tender Document.
- 4.0 **Bids are required to be submitted in two parts.**
- a) **1st part shall be "Technical Bid" which will consist of Vol-I, and**
 - b) **2nd part shall be "Price Bid" which will consist of Vol-II.**
- 5.0 **Set of Contract/Tender Documents:**
- The following documents will constitute set of tender documents:
- a) Notice Inviting Tender (**NIT**) & General Conditions of Contract (**GCC**) – (**Vol-I**)
 - b) Quoting Sheet for Tenderer - Bill of Quantities (**Vol-II**)
 - c) Memorandum Annexure-I
 - d) Acceptance of Tender Conditions (Annexure-II)
 - e) Addendum/Corrigendum, if any- Duly signed by authorized person
 - f) Pre-bid clarifications if any
- 6.0 The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done based on documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.
- The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in GCC. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.
- 7.0 The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids to avoid problems which the bidders may face in submission at last moment /during rush hours.

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

- 8.0 When it is desired by JIL to submit revised financial tender then it shall be mandatory to submit revised financial tender. If not submitted, then the tender submitted earlier shall become invalid.
- 9.0 Contractor can upload documents in the form of JPG format and PDF Format while submitting the tender through email at tendering@jilindia.in.
- 10.0 Contractor to upload scanned copies of all the documents including valid GST registration/EPF registration, PAN No. as stipulated in the tender document.
- 11.0 If the contractor is found ineligible after opening of tenders, his tender shall become invalid.
- 12.0 If any discrepancy is noticed between the documents as uploaded at the time of submission of tender through email and hard copies as submitted physically by the contractor, "the hard copies as submitted physically" shall be considered.
- 13.0 Notwithstanding anything stated above, JIL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of JIL. In case, tenderer's capabilities and capacities are not found satisfactory, JIL reserves the right to reject the tender.
- 14.0 Certificate of Financial Turn Over:
At the time of submission of tender, the tenderer shall submit Affidavit/Certificate from Chartered Accountant mentioning Financial Turnover of last 5 years or for the period as specified in the tender document. There is no need to upload entire voluminous balance sheet. However, one page of summarised balance sheet (Audited) and one page of summarised Profit & Loss Account (Audited) for last 03 years shall be uploaded and submitted in hard copy also.
- 15.0 In case of Item Rate Tender, Contractor must ensure to quote single Item rate. The Rate shall be Quoted up to 2 Decimals Place.

The tenderer shall **password protect the quoting sheet** before uploading while submitting the tender and shall send the password by email to tendering@jilindia.in in between 10.00 AM IST to 11:45 AM IST on the date (date shall be intimated separately) of opening of financial tender.
- 16.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 7 days from the date of uploading of Tender on web site but latest by to reach JIL office not less than 1 day prior to the date of Pre-bid meeting (if to be held as per NIT). JIL will reply only those queries which are essentially required for submission of bids. JIL will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents, or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled date.

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

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

- a) Demand Draft/Pay Order or Banker's Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.
- b) Memorandum Annexure-I.
- c) Unconditional Letter of Acceptance of Tender Conditions (in original) (Annexure-II of VOL-I) (On Letter Head of the Applicant / Bidder).
- d) Details of Similar Works - Appendix-A.
- e) Work Experience Certificates - Appendix -B.
- f) TDS details for Private Sector Projects - Appendix -C.
- g) Financial Details- Appendix-D.
- g) General Information – Appendix-E
- i) GST registration – Appendix-F.
- j) Affidavit duly notarized for correctness of Documents/Information - Appendix-G
- k) Power of Attorney of the person authorised for signing/submitting the tender.
- l) Copy of Valid Labour License / EPF registration
- m) Copy of PAN.
- n) All pages of the entire Corrigendum (if any) duly signed by the authorized person.
- o) Pre-bid clarifications, if any.

NOTE: All the uploaded documents should be in readable, printable, and legible form, failing which the Bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered.

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

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

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

- 20.0 **Earnest Money Deposit:** Earnest Money Deposit of amount as mentioned in "NIT/ Memorandum (Annexure-I)" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of Jaypee Infra Limited from any Scheduled Bank or Bank Guarantee from any Nationalized or all Commercial scheduled banks in the enclosed format. The EMD shall be valid for minimum period of 120 (One hundred Twenty) days from the original last day of submission of Tender. The EMD shall be scanned and uploaded to the e-mail at tendering@jilindia.in with online tender submission within the period of tender submission and original should be deposited in office of JIL before last date & time of submission as per Clause no-1 of NIT.

The EMD shall be payable to Jaypee Infratech Limited without any condition(s), recourse, or reservations.

i) The Bid will be rejected by JIL as non-responsive and shall not be considered in case EMD is not received in Physical form.

ii) The EMD of bidders other than L1 will be returned within 30 days, after opening of Financial Bid, on written request from bidder.

iii) The EMD of the successful bidder will be retained and adjusted against Retention Amount.

iv) No interest shall be paid by JIL on the EMD.

v) The EMD may be forfeited:

a) if the bidder withdraws the bid after bid opening during the period of validity.

b) Any unilateral revision in the offer made by the tenderer during the validity of the offer.

c) Upon non acceptance of LOI (Letter of Intent) /LOA (Letter of Award)/ WO (Work order), if and when placed.

d) In the case of a successful bidder, if the bidder fails to Sign the Agreement / work order within the 30 days from the date of issue of LOI / LOA/ WO or fail to commence the work within the stipulated time period prescribed in the contract / WO.

e) If any bidder furnishes any incorrect or false, statement/ information/document.

21.0 VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of financial tender. If any tenderer withdraws his tender before the said period or issue of letter of Intent /Work Order, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the JIL, then the JIL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the retendering process of work.

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

22.0 In case of any query, please contact **Shri Somnath Sinha Ph. No.-9871970288** during Office hours.

Annexure-I**MEMORANDUM**

Sl. No.	Description	Values/Description to be applicable for Relevant Clause(s)
1)	Name of Work	Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facilities KM 100 RHS, KM 107 LHS & KM 151 RHS along Yamuna Expressway
2)	Employer / Owner	Jaypee Infratech Limited (JIL)
3)	Type of Tender	Item rate tender
4)	Earnest Money Deposit	Rs 68,000 (in the form of DD / BG)
5)	Time allowed for Completion of Work	6 Months
6)	Mobilization Advance	10% of contract value (against BG)
7)	Validity of Tender	90 (Ninety) Days
8)	Security Deposit / Retention Money	5% (Five Percent Only) of the gross value of each running/final bill.
9)	Time allowed for starting the work	The date of start of contract shall be reckoned from 7 (seven) days after the date of issue of letter of Award / Work Order.
10)	Escalation	All rates as per the Bill of Quantities (BOQ) quoted by the contractor shall be firm and fixed for the entire contract period as well as the extended period for completion of the works. No escalation shall be applicable to this contract.
11)	Defect Liability Period	Twelve (12) months from the date of taking over of the works by the JIL.

Annexure-II

ACCEPTANCE OF TENDER CONDITIONS

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

To,
Jaypee Infratech Limited,
Contract Division, J Block,
Sector-128, Noida, UP -201304

Sub: Name of the work & NIT No.:

Dear Sir,

1. We, the undersigned Bidder having read, examined have fully understood and are satisfied with the information provided in detail in the Bidding Documents. We hereby unconditionally and irrevocably accept the tender conditions and Bidding Documents in its entirety for the Works.
2. I/We hereby enclose our Bid with duly signed and/or certified forms/documents/authorizations listed below for your consideration. I/We have viewed and read the terms and conditions of the Bidding Documents carefully. I/We have submitted the following documents:
 - a. Notice Inviting Tender, Instructions to Tenderers, General Conditions of Contract & Special Conditions of Contract – (Vol-I)
 - b. Quoting Sheet for Tenderer - Bill of Quantities (Vol-II)
 - c. Demand Draft/ Bank Guarantee issued by (name of Bank) Bank against Earnest Money Deposit in the format prescribed in GCC.
 - d. Memorandum Annexure-I
 - e. Acceptance of Tender Conditions (Annexure-II)
 - f. Addendum/ Corrigendum, if any- Duly signed by authorized person
 - g. Pre-bid clarifications if any
 - h. Details of Similar Works - Appendix-A.
 - i. Work Experience Certificates - Appendix -B.
 - j. TDS details for Private Sector Projects - Appendix -C.
 - k. Financial Details- Appendix-D.
 - l. General Information – Appendix-E
 - m. GST registration – Appendix-F.
 - n. Affidavit duly notarized for correctness of Documents/Information - Appendix-G
 - o. Power of Attorney of the person authorised for signing/submitting the tender.
 - p. Copy of Valid Labour License / EPF registration
 - q. Copy of PAN.

3. Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay JIL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

If I/we fail to commence the work within 7 days of the date of issue of Letter of Award / Work Order / LOI, and/or I/we fail to sign the agreement, I/we agree that JIL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award / Work order and to forfeit the said earnest money as specified above.

Yours faithfully,

(Signature of the tenderer with rubber stamp)

Dated _____

Appendix-A**DETAILS OF SIMILAR WORK**

Tender for:

MANDATORY INFORMATION DOCUMENTS:**DETAILS OF SIMILAR WORK**

(Details to be filled online also)

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

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

Signature of Bidder with Seal

Appendix-B**WORK EXPERIENCE CERTIFICATE**

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

Dispatch No.....

Date:

WORK EXPERIENCE CERTIFICATE

Name of Contractor_____

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

Date

Name & Designation

Signature with Seal of issuing Authority

Appendix-C

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

(Details to be filled online also)

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

Note:

- i) Value of Work done will be considered commensurate with value of TDS Certificates.
- ii) In case of multiple contracts undertaken from a client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.
- iii) This form needs to be supported with Form-26AS taken in HTML format or Form - 16A.

Signature of Bidder with Seal

Signature of Chartered Accountant

With Stamp and Membership Number

Appendix-D

FINANCIAL DETAILS

(Details to be filled online also)

Tender For:

MANDATORY INFORMATION DOCUMENTS:

S.No	Description	1 st FY Rs. (In Lacs)	2 nd FY Rs. (In Lacs)	3 rd FY (& last) FY Rs. (In Lacs)	4 th FY (& last) FY Rs. (In Lacs)	5 th FY (& last) FY Rs. (In Lacs)
		a	b	c	d	e
i.)	Profit/Loss					
ii.)	Gross Annual Turnover of Previous 5 financial years ending as on last day of the preceding Financial Year.					
iii.)	Average Annual Turnover for previous 5 financial years (Rs. In Lacs) = $(a+b+c+d+e)/5$					
iv.)	Net Worth (paid up capital + reserves) as on last day of the preceding Financial Year.					

Note:

1. Summarised page of Audited Profit & Loss Account of previous three Financial Years duly certified by the chartered account, is to be submitted.
2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered account, is to be submitted.
3. This Form-C is to be submitted in original.

Signature of Chartered

Seal and Signature
of bidder

Accountant with Seal

Appendix-E**GENERAL INFORMATION**

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

Signature of Bidder with Seal

Appendix-F**GST REGISTRATION**

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

Appendix-G

AFFIDAVIT

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

Affidavit of Mr.S/o
R/o

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

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for (*Name of work*) To JIL are genuine and true and nothing has been concealed.
3. I shall have no objection in case JIL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case JIL demands so for verification.
4. That _____ (Name of the bidder) shall fully comply with the DIPP's PPP-MII order no P-45021/2/2017/BE II dated 15.06.17 or any further revision at any later date during the entire tenancy of the contract.
5. Note: In case of procurement for a value in excess of Rs 10 crore, above undertaking shall be provided from a statutory auditor or cost auditor of the company (in the case of companies) or from a practicing-chartered accountant (in case of tenderer other than companies)
6. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, JIL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
7. I shall have no objection in case JIL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before JIL receives said verification.
8. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, JIL shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
9. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by JIL.

If this information is found incorrect, JIL at its discretion may disqualify / reject / terminate the bid/contract.

10. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

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

DEPONENT

Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

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

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

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

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

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

FOR AND ON BEHALF OF BANK

PLACE:

DATED:

WITNESS.

1.

2.

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

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

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

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

released from its liability under these presents by any exercise by JIL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of JIL or any indulgence by JIL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

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

Dated thisday of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated:

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

(To be submitted along with each RA/Final Bill)

(Clause 73.4.2, Section-3)

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

2. That in the capacity of independent Contractor for M/s Jaypee Infratech Ltd. at _____
_____ I and the sub-
contractor engaged by me for the above said work, if any, have complied with the provisions
of Contract Labour (Regulation & Abolition) Act, 1970 by holding a valid license under the Act
and Rules thereto. I have paid the wages **for the month of** _____

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

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

Authorised Signatory
(Name & Seal of Company)

Date: _____

Witness:

1. _____

2. _____

SECTION – 2

GENERAL CONDITIONS OF CONTRACT

1. **Name of Work** : Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facilities KM 100 RHS, KM 107 LHS & KM 151 RHS along Yamuna Expressway.

2. **Period of Completion** : Six (06) Months from date of commencement of work.

3. **Bill of Quantities (BOQ)** : As per Vol-II.
 The rates quoted by the Contractor in the BOQ are inclusive of all materials, labour, machinery, tools, and tackles, required to complete the respective items of the work including all leads and lifts unless otherwise specified and shall remain firm and fixed during the aforesaid completion period and its extension (s). The quantities given in BOQ are estimated and provisional. However, the payment will be made for the actual measured quantities of the complete items of Work as per BOQ. JIL (JAYPEE INFRATECH LIMITED) reserve reserves the right to add/ delete/ alter/ modify/ withdraw any items or part of the item or to reduce or increase any quantity or area to any extent without any limitations. The Contractor shall have no objection to the same. The Contractor shall execute the work/ items/ area/ quantity as per actual and final requirement of the work as per instructions of Engineer-in-charge (EIC) of JIL. The Contractor will be bound to execute these items as per contract rates. JIL will not entertain any claims or damages or part of the profit (which the Contractor might not make due to change in the quantities). No extra claim is entitled on this account.

4. **Scope of Work** : Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facilities at KM 100 RHS, KM 107 LHS & KM 151 RHS and other locations along Yamuna Expressway.
 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents, but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the Contract documents.

5. **Specification of work:** The Work shall be carried out strictly as per the specifications mentioned in the Vol-II (BOQ), CPWD specifications and as per the direction of Site In-charge.

6. **Value of work:** **Total amount as per the accepted price bid (Rs. _____),** which shall be governed by the terms and conditions as stipulated in this Section. GST shall be paid extra as applicable.

7. **Taxes:** Except CGST/SGST/IGST, all other taxes, duties levies, labour cess, royalties or any other statutory obligation shall be deemed to be included in the quoted rates of the contractor. No claim on this account will be entertained or allowed at any stage subsequently.
 CGST/SGST/IGST, if applicable, shall be paid extra as per prevailing norms and certification by Engineering-In-Charge of JIL. Contractor shall pay Labour Cess

@ 1% of the gross work done value directly to the concerned Department and documentary evidence for the same shall be submitted to us along with corresponding RA bills and final bill.

Taxes shall be deducted as applicable at sources in accordance with the statutory requirement from all payments including advances.

It is mandatory for the contractor to get himself registered with concerned authorities and pay all taxes as applicable.

Further, it is also mandatory for the Contractors to submit their Tax invoice in the Printed letter head of their firm. The letter head must contain PAN number, GST number printed on it. The name and address of the JIL should be clearly mentioned as: Jaypee Infratech Limited, Sector 128, Noida (UP)

8. Date of Commencement: 7th day of issue of Work order.

9. Obligations of Contractor: As under,

9.1. The Contractor shall arrange all materials, labour, equipments, tools & tackles machinery, etc required for execution of the Work at its own cost.

9.2. The contractor may construct temporary office, storage, accommodation, and labour huts and parking of equipment's & Machinerics within the site premises where the space is available at site. In case, where surplus land is not available within the site and/or not permitted by JIL, the contractor shall arrange the land for temporary office, storage, accommodation, and labour huts at his own cost and is responsible for taking the clearance of local authorities.

9.3. The Contractor shall comply with all labour / industrial laws /ESIC/PF and other applicable laws, rules, regulations, orders and also direction / instruction given by the concerned statutory quantities and indemnify the JIL against any /all losses /expenses incurred on observance at the statutory laws / regulation.

9.4. The Contractor shall ensure to pay minimum wages to the labour as fixed by UP Govt. by the stipulated date, from time to time.

9.5. Contractor shall comply with the Contractor Labour (Regulation & Abolition) Act, 1970 and the Rules, 1971 framed therein in regard to all matters provide therein and shall comply with the provisions of various Labour Laws and Acts such as Payments of Wages Act, 1963, minimum wages Act, 1947, Personnel injuries (Compensation Insurance) Act, 1963, Labour cess Act, 1996 etc.

9.6. Payment against wages, labour benefits, whatsoever as provided in labour laws & other laws of State, other incidental expenses for the welfare of labour etc. shall be sole liability of the Contractor. If JIL has to make such payment as stipulated above on behalf of the Contractor, the same shall be deducted from the bills of the Contractor or security deposit, available with the JIL.

9.7. In case of any accident to any workmen during performance of work because of any reason, any compensation, if payable, shall be paid by the Contractor at its own cost. No claim of the Contractor shall be entertained on this account.

9.8. The Contractor shall be responsible and liable for providing general site security and taking safety measures within the Work area including its Camp and office area by arranging necessary fencing, barriers lighting, guard, watchman etc. to the satisfaction of the JIL.

9.9. The Contractor shall indemnify JIL of any liabilities arising out of any EHS (Environmental, Health & Safety) related incidents.

- 9.10. The Contractor shall obtain approval of Engineering-In-Charge of JIL before starting the work.
- 9.11. Water and Electricity shall be arranged by the Contractor without any liability to JIL.
- 9.12. It is mandatory for the contractor to provide safety equipment and gadgets to his all workers, supervisory and technical staff engaged in the execution of the work while working. The minimum requirement (but not limited to) shall be gum boots, safety helmets, Rubber hand gloves, face masks, safety nets, safety belts, goggles etc.
- 9.13. The Contractor shall do a full proof safety arrangement to avoid any incident on Expressway.
- 9.14. The contractor shall ensure that the working site is kept clean and free of obstructions for easy access to job site and from safety point of view. Before handing over the work to the JIL the contractor shall remove all temporary structures like the site offices, cement go-down, stores, labour hutments etc., scaffolding rubbish, debris etc. left over materials tools and plants, equipment etc., clean the site to the entire satisfaction of the Engineer-in-charge. If this is not done the same will be got done by JIL at his risk and cost.
- 9.15. The Contractor shall submit the Safety Plan and work Plan/Schedule and testing plan prior to commencement of work at site and get it approved from Site In-charge
- 9.16. The Contractor shall deploy Technical and skilled staff to execute the work.

10. Obligations of JIL:

- a) JIL shall provide to the Contractor the access to the Work site.
- b) JIL shall make the payment to the Contractor for the satisfactory execution of Work as per BOQ in accordance with the terms and conditions of the Contract documents.
- c) JIL shall make statutory deductions towards TDS (Income Tax) from the R.A Bills of the Contractor
- d) JIL shall provide the space for making temporary office & storage of materials for construction.

11. Payment Terms:

- a) **Mobilization Advance:** Contractor shall be paid 10% of the Contract Value as Mobilization Advance against Bank Guarantee of equivalent amount of mobilization advance from a nationalized / scheduled bank of India.
Recovery of such mobilization advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid.
- b) **RA BILL (Running Account Bill):** Payment of RA Bills shall be made in accordance with the items rate specified in the BOQ. The Contractor shall submit Monthly Tax invoice along with all supporting documents and with all necessary attachments and information as prescribed by the EIC (Engineer in charge) of JIL. The monthly tax invoice shall be based on joint measurement of work done at site. After certification of the bill by "EIC", JIL shall pay the Contractor amount payable within 30 working days from the date of submission of bill after due checking of the same. However, any procedural delay in payment beyond 30 working days shall not entitle the Contractor to pay interest on delayed payment of the due amount.
- c) **Retention Money:** Retention Money shall be deducted from the Contractor's each RA Bills/Final Bill @ 5% of the gross value of work done. The Retention Money shall be refunded to the Contractor after satisfactory completion of the Defect Liability Period of 12 months.

Earnest Money of Rs. 68,000/- deposited along with tender shall be retained as a part of above Retention Money.

- d) CGST/SGST/IGST as applicable shall be reimbursed on submission of challans showing the amount actually paid under statutory laws. The Contractor shall get the amount, deposited as CGST/SGST/IGST, vetted by the officer of JIL.
 - e) No payment shall be made for defective/ incomplete work.
 - f) The payment of the Work shall be made by JIL to the Contractor for the actual quantities of work done at the rates as per the BOQ.
 - g) Deduction from the Contractor's bill shall be made on account of TDS (Income Tax) as per the applicable statutory laws, and account of any other dues recoverable from the Contractor.
 - h) JIL may withhold or deduct from the payment of any amount otherwise payable to the Contractor under this LOI pay on the Contractor's behalf such taxes and other sums, if any as the case may be required to withhold or deduct as provided under applicable laws.
 - i) All interim payments to Contractor shall be treated as provisional payment and shall be subject to final adjustment in the payment of the final Bill after completion of the work.
 - j) **Final Bill:** The Contractor shall submit to JIL a detailed account (The final Bill) of total amount that the Contractor considers payable under the Contract/Work Order after completion of work and removal of all defects, to satisfaction of JIL. The Contractor shall also submit the reconciliation statement of FOC material in any, and No dues certificate in the prescribed format along with the final Bill.

The final bill shall be submitted by the Contractor within 15 (Fifteen) days from the date of completion of work as certified by the EIL. If Contractor fails to submit the final bill within 15 days from date of completion of work, JIL has liberty to measure & settle the final bill at his own & Contractor is bound to accept the same.
12. **Defect Liability Period:** The defect Liability Period shall mean a period of 12 (Twelve) months, reckoned from the certified date of completion of Work after taking over of the works by JIL. The Contractor shall be responsible for making good as soon as practicable any defect in or damage to any section or part of the Work which may appear or occur during the Defect Liability Period. On noticing the defect/damage, JIL shall forthwith inform the Contractor the nature of the defect/damage. The Contractor, at his own cost and risk, shall repair, rectify and replace such defect /damage to the satisfaction of JIL at his own cost and risk within reasonable time, but before the expiry of the Defect Liability Period. In case of default, JIL may employ any other person to rectify or make good such defect. All expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by JIL and shall be deducted from any money due or may become due to the Contractor.
13. **Escalation:** No claim on account of any escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.
14. **Insurance:** The Contractor shall take all necessary insurances & ESI for the period up to the completion of Work to cover all plants, machineries, equipment, manpower & third-party damages for property and men required and engaged for the satisfactory performance of the Work.
15. **Indemnity :** JIL and its owner, officers & employees shall be indemnified and held harmless by the Contractor for and against any and all liabilities (including the secured advance made to the Contractor), losses, damages, claims, costs and expenses, interest and penalties (Including, without limitation, Attorney's Fees and expenses) suffered or incurred by the JIL arising out of or resulting from the breach of any representation, warranty, covenant or obligation made by the Contractor in this Contract; and the provision of this Clause shall survive the termination of this Contract.

16. **Dispute Resolution:** Save where expressly stated to the contrary in this contract any dispute, difference, or controversy of whatsoever nature howsoever arising under, out of or in relation to this contract, between JIL and the Contractor and so notified in writing by either party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by mutual consent of both parties.
17. **Governing Laws and Jurisdiction:** This contract shall be construed and interpreted in accordance with and governed by the laws of India. The local Courts of Gautam Buddh Nagar (UP) shall have exclusive Jurisdiction over all matters arising out of and relating to this contract.
18. **Ownership Rights:** After the completion of Work, the structure/building constructed with regard to the Work shall be handed over by the Contractor to JIL without any right to own or use it.
19. **Site Clearance:** On completion of Work, the Contractor shall remove from the Work site remaining materials, construction equipments, machinery, rubbish etc. and make it clean, level dressed properly to the satisfaction of the EIL.
20. **Extra Items:**

The Client shall have power to make any alteration, omission, addition and substitution in the original specifications, drawing, design and instructions that may appear to be necessary to them during the progress of the work, and the Contractor shall carry out the work in accordance with the instructions which may be given to them in writing signed by the Employer, and such alteration, omission, addition or substitution shall not invalidate the contract and any altered, added, modified or substituted work which the Contractor may be directed to do in manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

 - The rates for such additional, altered or substituted work done under this clause shall be worked out in accordance with the following provisions in their respective order.
 - If the rates for added, altered, modified, or substituted work are specified in the contract for the work, the Contractor is bound to carry out added, altered, modified, or substituted work at the same rates as are specified in the contract for the work.
 - If the rates for added, altered, modified, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
 - If the rates for added, altered, modified or substituted work include any work for which no rate is specified in the contract and cannot be derived from the similar class of work in the contract then for such work, Contractor shall be paid on the basis of actual labour cost plus actual value of materials excluding cost of materials being supplied by the Client to be incorporated in this work plus 15% (Fifteen percent) of the aggregate of labour and material costs worked out as above to cover Contractor's profit, supervision, overheads, establishment, tools, plant, machinery sundries and contingencies, water & Electricity. GST shall be extra as applicable. Client's decision regarding actual labour cost and actual material cost shall be final and binding on Contractor. The Contractor must submit the bill of material procured duly certified by the Engineer-In-charge for finalization of rates.
21. **Quality Control:**
 - a) Quality compliance shall be done as per Quality plan approved by the Engineer-in-charge.
 - b) All the works shall be done as per CPWD specification.
 - c) All field tests shall be done as per CPWD guidelines, and the cost shall be borne by the contractor.
 - d) Contractor will submit Material Test Certificate (MTC).
 - e) MTC of only approved make will be acceptable.
 - f) JIL may ask the Contractor to get the Third-Party Test done from an agency of JIL's choice; cost of which shall be reimbursed to the Contractor on submission of documentary evidence.
 - g) The QA/QC documents shall be maintained by contractor and handed over to JIL in Final Bill for future vigilance.

22. **Guarantee/Warranty**

All materials installed shall be guaranteed or warrantied (as per applicability of guarantee/warranty given by the manufacturer) against un-satisfactory performance, material, manufacture, workmanship, or installation. The material or component or any part thereof so found defective during the guarantee/warranty period shall be repaired or replaced free of cost to the satisfaction of the Engineer in-charge. In case it is felt by JIL that undue delay is being caused by the contractor in doing this, the same will be got done by JIL at the risk and cost of the contractor. The decision of Engineer-in-charge in this regard shall be final.

23. **ORDER OF PRECEDENCE OF DOCUMENTS:** In case of difference, contradiction, discrepancy, regarding conditions of contract, Specifications, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence:

- i) LOI / Work Order and the terms & conditions therein
- ii) Description of Bill of Quantity / Schedule of Quantities (Tender Document, Vol-II)
- iii) General Condition of Contract (Tender Document, Vol-I)
- iv) Relevant CPWD specifications with updated correction slips issued up to last date of receipt of tender.
- v) Relevant B.I.S. Codes.

24. **Time Extension**

If the Contractor is unable to complete the work within the stipulated period owing to some valid reasons acceptable to JIL, the Period of Completion may be extended suitably on specific written request of the Contractor. However, the Contractor shall intimate to JIL time to time the reasons for any time lost on its occurrence.

25. **Termination**

This Contract can be terminated by JIL, if the Contractor fails to fulfil its obligations contained in this Contract, without any liability to JIL. On termination, the Contractor shall only be entitled for the payment in accordance with the provisions of this Contract.

26. **Liquidated Damage:** In the event of delay the liquidated damages shall be levied @ 1% (one percent) of the Value of Work for each week of delay subject to a maximum of 10% (ten percent) of the Contract Value.

27. **Assigning/ Subletting:** The Contractor shall not assign/ sublet any rights / whole/ part of work to anyone without the prior written consent of Engineer-in-Charge of JIL.

28. **No Waiver of Rights**

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

29. The bidder shall comply all the norms of National Green Tribunal/ Central/State Pollution Control Board/Statutory bodies during execution of work.

30. **COMPLIANCE WITH STATUTES, REGULATIONS AND LAWS**

The Contractor shall familiarize themselves and conform in all aspects with: -

the provisions, their legal interpretation in respect of any enactment and relevant judicial/administrative/quasi-judicial orders in India, as is and/or may become, applicable from time to time, related to or having impact on any aspect affecting the works.

The regulations or byelaws of any local body and utilities.

The Contractor shall be bound to give all notices required by statute, regulations, or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the JIL against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, byelaws, or rules.

(Name & Signature of the Contractor)