

# कार्यालय जोधपुर विकास प्राधिकरण, जोधपुर

रेल्वे अस्पताल के सामने, रातानाडा, जोधपुर-3420

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No. 3414

Dated 19-03-2020

Corrigendum NIT-14/2019-20 20-MQ

Name of the Work:- Consultancy work for Preparation of Detailed Project Report Of Traffic Master Plan for Jodhpur city.

### CONDITIONS OF CONTRACT

CHAPTER-1: TIME FRAME

The study will be completed in a period of Three months from the date of written order to commence the work.

### CHAPTER-2: PAYMENT SCHEDULE

S. No.	Stage of Work/ Milestone	Time Period	% of Total Fee due as Payment
1.	On submission of Draft Detailed Project Report (3 Sets in Hard Copy along with Soft	45 Days	30%
2.	Master Plan For Jodhpur City  Master Plan For Jodhpur City  Detailed Project	15 Days	20%
3.	Report (3 Sets in Haid Copy and Jodhpur Copy) from Traffic control board, Jodhpur Submission of Detailed Project Report after Traffic		30%
	Copy along with Soft Copy)  Copy along with Soft Copy)  for	15 Days	20%
4	Traffic Master plan with Betalies Report of Traffic Master Plan For Jodhpur City (6 Sets in Hard Copy along with Soft Copy)		f JDA Jodhpur.

Note:- All the Payment shall be made after Satisfaction of JDA Jodhpur.

## CHAPTER-2: SPECIAL CONDITIONS OF CONTRACT

#### Extension of time A.

If the consultant shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered due to reasons beyond his control, he shall apply in writing to the Executive Engineer (Zone Headquarter ), Jodhpur Development Authority, Jodhpur within 7 days of the date of the hindrance on account of which he desires such extension as aforesaid or other duly authorized Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension or time, if any, as may, in his opinion be necessary or proper.

#### Validity of Tender B.

The tender shall be valid for 50 days from the Date of Opening of Tender

#### Performance Security C.

After award of Consultancy work the Bidder shall deposit an amount @5% of Contract Amount as Performance Security within 15 days. On satisfactory completion of the job to be certified by the Engineer-in-charge, the Performance Security would be refunded to the Consultant after One year of completion of work.

#### Compensation for delay D.

If the consultant fails to complete the various job assigned to him as per the scope of the work in the given time mentioned above he is liable for compensation. He shall, without prejudice to any other right or remedy be liable for compensation @ 1% per week subject to condition that maximum compensation shall not exceed 10% of Contract amount.

The amount of compensation may be deducted under this contract or any other contract with JDA, Jodhpur.

The Engineer In charge shall keep a watch as to whether the actual physical progress of works is as per the progress schedule and in case the Consultant defaults in achieving progress on works at intermediate stage as per this schedule and continue to do so even after one month after a notice in writing from the Engineer In charge, the Consultant will render himself liable to action as provided above.

Note: Due weight age will be considered in time extension if any on account of delay in approval of Draft Detailed Project report by JDA.

#### E. Termination of the Contract

If the Bidder fails to execute the consultancy work as per the Scope of Work and Time Frame as narrated above, the Performance Security shall be forfeited by JDA Jodhpur and the Contract shall be terminated.

#### F. Settlement of Dispute

In the event of any dispute arising between the parties here to in respect of any of the matters comprised in this agreement, the same shall be settled by the Standing Committee for Settlement of Dispute shall be as per the SOP of JDA Jodhpur.

#### G. Jurisdiction of Court

In the event of any dispute arising between the parties here to in respect of any of the matters comprised in this agreement, the same shall be settled by a competent court having jurisdiction over the place where agreement is executed i.e. at Jodhpur and by no other court.

#### H. Force Measure

Neither party shall be liable to each other for any loss or damage occasioned by or arising out of acts of God such as unprecedented floods, volcanic, eruptions, earthquake or other conclusion of nature and other acts.

Signature of Contractor with Seal & Address

Executive Engineer (Headquarter ) Jodhpur Development Authority, Jodhpur