

KOTA SMART CITY LIMITED, KOTA

Tender Document

Financial - Bid

NIT No.: 30/2018-19

Name of Work : **Construction of Peripheral Road of
Dusshera Maidan under Smart City**

Estimated Cost : **Rs. 1754.0 lacs**

Issued to M/s / Sh.:.....

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SPECIAL CONDITIONS OF CONTRACT

1. Tenders are hereby invited for Construction of Peripheral Road of Dusshera Maidan under Smart City
2. Contractor enlisted in appropriate class and “AA” class contractor of the Other Government/Semi Govt. Department will only be eligible to participation tender.
3. Work will be carried out as per RUIDP SOR 2017/MoRTH/IRC specification unless otherwise specified. In general, any item not included in the work will be carried out as per instructions of the engineer-in-charge.
4. All arrangements regarding water, T&P required for the work will be made by the contractor.
5. He is bound to follow labour laws and fair wages clause. labour cess, Income tax, Sales tax, royalty, GST and all other taxes if any will be paid by the contractor as per rules.
6. In case any material is required to be tested, the contractor will make all arrangements at his own cost, and he is avail to all cube/testing instrument at the site on his cost. Including third party inspection.
7. All field test/laboratory test regarding contract in under water concrete arrangement has to be carried out by the contractor.
8. The work shall be completed within the period as mentioned in Notice inviting Tender/Agreement/Bid.
9. Make/quality of any material supplied by contractor should be approved and upto the satisfaction of Engineer-in-charge.
10. Rates provided in the ‘G’ Schedule, are inclusive of all leads and lifts, no extra lead/lift shall be paid. Over and above that

11. If there is any clerical or typing error in the 'G' Schedule. The rates and nomenclature as given in the BSR on which the 'G' schedule is based will be final.
12. The quantum of work/items can be increased or decreased at the discretion of the engineer-in-charge.
13. The contractor shall furnish his programme of construction for execution of the work within the stipulated time schedule together with methodology of construction of each type of work and obtain the approval of the engineer prior to actual commencement of work.
14. The contractor is expected to have visited the site or work and acquainted himself of general terrain, type of materials, their availability and other relevant information related to the work by personally inspecting before tendering for the work.
15. The performance security @10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. A Contractor may, However, Elect furnish to bank guarantee for a amount equal to full amount of the performance security @ 10% of the work order be for or at the time of Executing the agreement.

However, during execution of the work if cost of work exceeds as shown at the time of furnishing bank guaranty, balance security shall be deducted from the Running Account Bills. In case of delay on the part of any party the contractor shall have to extend the B.G. upto and until the work is completed beyond DLP.

The bank guarantee will be payable at Kota.

The bank Guarantee shall remain valid up to the specified date unless extended on demand by the Engineer-in-charge, which shall include the period of completion of the contract and the defect removal period as per terms of the agreement. After satisfactory completion of the contract and clearance of all dues by the contractor, the Bank Guarantee will be released. In case the date of expire of the Bank Guarantee is a holiday, it will be deemed to expire on the close of the next working day.

16. Earnest money deposited will be refunded after deduction of security amount equal to EMD applying through proper way. Contractor will not claim the refund earnest money before tender validity period.
17. The rates quoted by the tenderer will remain in force up to 3 months from the date of tender.
18. The contractor shall hand over the material received from excavation to the engineer in charge and in case of loss of material the same shall be recovered from contractor at the prevailing BSR rate however the contractor is fully responsible for the safe custody of material till the completion.
19. The cement produce from mini cement plant will not be allowed. The quality of cement to be used should be approved from engineer-in-charge.
20. The contractor shall arrange his own land for the erection of plants storage and packing of machines, stacking of material etc
21. The contractor will display adequate number of Caution Board/Diversion Board for guidance of proper safety of traffic playing on the road.
22. The methodology and equipments to be used on the project shall be furnished by the contractor to the engineer well in advance of commencement of work and approval of the engineer is obtained prior to its adoption and use.
23. No equipment or personnel will be removed from site without permission of the engineer in charge.
24. If the quoted rates are below the 10% of the BSR Rate, the contractor will have to deposit the additional performance security on this un-balance bid equal to the amount which is below the 10% of the BSR rate within the 7 days of notice issued. The additional performance security amount will be refunded after 28 days of actual completion and the satisfaction of the work. If contractor falls to comply the above cited condition, he could be debarred form participation in tenders for 6 months and the earnest money will be forfeited.
25. Providing/fixing & writing work of M.S. Boards of size 4'x3' will be fixed by contractor on his own cost in standard format as per

direction by Engineer-in-charge.

26. Providing & fixing of Reflective type caution Boards writing as 'KSCL at work' shall be fixed at site by contractor on his own cost in standard format as per direction by Engineer-in-charge.
27. Safe Diversion arrangement like safety ribbon, safety cone, Diversion Information board and other required shall be done by contractor on his own cost.
28. The colour photographs of (size 4"×6") of site will be arranged by contractor on his own cost before commencement of work and after completion of work as per direction by Engineer-in-charge.
29. Dewatering/Pumping/Diversion of water/coffer dam etc. if required at site shall be done by contractor at his own cost.
30. Contractor shall be liable for any damage of pipe line, sewer line/cables, OFC etc. during the work.
31. The contractor is expected to have visited the site and get himself acquainted of general terrain, storage of water in talab, availability of labour and other relevant information related to the work by personally inspecting before tendering for the work
32. All data and information furnished in the drawings by Employer is given in good faith and are for bid purpose, it could be amended by Engineer-in-charge as per site requirement.
33. The KSCL reserves the right to accept/reject any or all of the tenders without assigning any reason whatsoever and its decision will be final.
34. The acceptance of bid/tender shall vest with the competent authority as per schedule of powers in force at the time of sanction who does not bind himself to accept the lowest tender/bid and reserves to him the authority to reject any or all of the tenders/bids received without assigning a reason.
35. Any other conditions mention by the contractor in tender shall not be acceptable by the undersigned and the undersigned shall have the right to the reject the conditional tender.
36. For legal dispute the jurisdiction will be Kota only.

37. D.D., Registration Certificate, Bid, submission confirmation should be submitted in KSCL, Kota before opening the tender.
38. In case of any typographical error in unit/rates or specification, same will be governed by RUIDP SOR 2017.
39. No escalation will be paid in any circumstances in this tender only.
40. No separate payments shall be made for lead. Contractor should include it in the Tender Premium
41. Tenders of all the bidders shall be opened who have uploaded the copy of the demand drafts for earnest money, tender fee and RISL charges along with tenders upto the schedule time and date of online submission of the tenders. If the bidder does not submit the original demand drafts physically in the KSCL office upto to scheduled time and date, then appropriate action shall be taken against the bidder.
42. Defect Liability Period should be three years after completion certificate issued by Engineer in charge payment during DLP period the payment should be as follow after satisfactory certificate issued by Engineer in charge :-

After One Year~	-	10% of S.D.
After Second Year ~	-	10% of S.D.
After Third Year ~	-	80% of S.D.
43. All other condition shall be as per RTPP Acts & RTPP Rules.

Signature of tenderer
With full postal address