

KOTA DEVELOPMENT AUTHORITY, KOTA

Name of Work : Construction of Road in Various Places in Arjunpura,
Ward No. 19 Kota North.

SPECIAL CONDITIONS OF CONTRACT

1. Tenders are hereby invited for Construction of Road in Various Places in Arjunpura, Ward No. 19 Kota North.
2. Only "A"/"AA" class enlisted contractor of Other Government/Semi Govt. Department and appropriate class of KDA Kota Contractor will be eligible to participation in tender
3. Work will be carried out as per Rajasthan PWD BSR/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, GST, royalty, 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 security deposit @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 security deposit @ 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./ FDR upto and until the work is completed.

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 separately after first Running bill applying through proper way. Contractor will not claim the refund earnest money before tender validity period. Earnest Money, @ $\frac{1}{2}$ % (half percent) for KDA KOTA enlisted contractor and @2% (two percent) for others of the estimated cost of the work will be paid online through Payment Gateway for e-tendering along with processing fee for MD RISL, Jaipur
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. 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.
25. Providing & fixing of Reflective type caution Boards writing as 'KDA at work' shall be fixed at site by contractor on his own cost in standard format as per direction by Engineer-in-charge.
26. Safe Diversion arrangement like safety ribbon, safety cone, Diversion Information board and other required shall be done by contractor on his own cost.
27. The colour photographs of (size 4"x6") 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.
28. Dewatering/Pumping/Diversion of water/coffer dam etc. if required at site shall be done by contractor at his own cost.
29. Contractor shall be liable for any damage of pipe line, sewer line/cables, OFC etc. during the work.
30. 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

31. 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.
32. The KDA reserves the right to accept/reject any or all of the tenders without assigning any reason whatsoever and its decision will be final.
33. 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.
34. 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.
35. For legal dispute the jurisdiction will be Kota only.
36. In case of any typographical error in unit/rates or specification, same will be governed by PWD Road BSR 2025 and Building BSR 2022, Electric BSR 2022, KDA Approved Item.
37. स्रोत जहाँ से मिट्टी लाई जानी है के लिये भूमि एवं माल का इन्तजाम ठेकेदार को अपने स्तर पर करना होगा वास्तविक दूरी कम अथवा अधिक के लिये ठेकेदार को दर देते समय सर्वे एवं अध्ययन पश्चात् प्रावधान रखना चाहिये।
38. कार्य के दौरान यदि संवेदक की दुर्घटना या अन्य किसी कारण से कोई हानि हो इस प्रकार की समस्त हानि के लिए संवेदक स्वयं जिम्मेदारी होगा। के.डी.ए. किसी भी प्रकार से उत्तरदायी नहीं होगा।
39. निविदा में संवेदक की कोई शर्तें मान्य नहीं होगी अर्थात् सशर्त निविदा मान्य नहीं होगी।

40. संवेदक के समस्त कार्यरत स्टाफ के सैलेरी व अन्य समस्त व्यय संवेदक को करने होंगे।
41. लेबर से सम्बन्धित व समस्त कानूनी जिम्मेदारियाँ संवेदक की होंगी। के.डी.ए. किसी भी प्रकार से जिम्मेदार नहीं होगा।
42. उपरोक्त समस्त शर्तों के अतिरिक्त पी.डब्ल्यू.एफ. एण्ड ए.आर. की समस्त शर्तें निविदा में लागू होंगी।
43. के.डी.ए. द्वारा कराये जाने वाले निर्माण कार्यों में संवेदक द्वारा बाल श्रमिकों का नियोजन नहीं किया जावेगा तथा इसकी पालना न होने की स्थिति में के.डी.ए. द्वारा उसके विरुद्ध कठोर कानूनी कार्यवाही की जावेगी तथा बाल श्रम अधिनियम के अनुसार जो भी कार्यवाही होगी उसके लिए संवेदक स्वयं जिम्मेदार होगा।
44. Work should be executed as per RTPP act 2012 & Rule 2013.
45. No separate payments shall be made for lead. Contractor should include it in the Tender Premium.
46. Required structure design (Certified by Govt. engineering college) and mix design should be done by contractor on his cost
47. If any type of design is required for execution of the work, cost of design will borne by contractor.
48. सचिव महोदय के यूओओ नोट क्रमांक एफ 3/लेखा/2020-21/4035-49 दिनांक 26.11.2021 एवं वित्त विभाग (जीओ एण्ड टीओ), राजस्थान जयपुर के Notification दिनांक 22.10.2021 के क्रम में यदि कार्य की दर 15% से अधिक Below प्राप्त होती है तो संवेदक को 15% से अधिक Below राशि की 50 प्रतिशत राशि Performance Security के रूप में जमा करवानी होगी। यह Performance Security राशि कार्य के संतोषजनक रूप से पूर्ण होने के उपरान्त रिफण्ड की जावेगी। यदि संवेदक के.डी.ए. के पत्र में अंकित दिनांक तक Performance Security राशि जमा नहीं करवाता है तो के.डी.ए. सीधे ही संवेदक के विरुद्ध कार्यवाही करने के लिए स्वतंत्र होगा।
49. डामरीकरण के कार्यों में प्रत्येक रनिंग बिल एवं अंतिम बिल के साथ मूल सीओआरओसीओ संलग्न करने पर ही भुगतान किया जावेगा।

50. In case of any escalation is payable then the components of the same will be as follows :-

Components	Percentage of Component
Labour	10.00%
Fuel (HSD)	5.00%
Material	42.07%
Cement	36.52%
Bitumen	0.00%
Steel (Mild Steel-Long Product)	6.41%
Total	100.00%

51. सडक निर्माण कार्य के दौरान सडक के राईट ऑफ वे (ROW) में आने वाले सीवरेज चैम्बर/आई.सी. को ऊपर उठाने/नीचे किये जाकर इन्हे सडक लेवल पर करने का समस्त कार्य संवेदक को स्वयं अपने खर्चे पर करना होगा, जिसका अलग से कोई भुगतान देय नहीं होगा।
52. कोटा विकास प्राधिकरण द्वारा समस्त निविदाओं में अर्नेस्ट मनी, टेण्डर फीस, प्रोसेसिंग फीस का भुगतान ऑनलाईन प्राप्त करने हेतु निर्देशित किया गया है। इस संबंध में सभी निविदाओं में टेण्डर फीस, प्रोसेसिंग फीस का भुगतान ऑनलाईन <https://sso.rajasthan.gov.in/> पर उपलब्ध ऐप्लीकेशन Urban Services पर citizen services में उपलब्ध Payment Gateway for E-Tendering (EMD) विकल्प के माध्यम से करना होगा। इसके बाद Generated Receipt को राजस्थान ई-प्रावेयरमेंट वेब साईट पर अपलोड करने पर ही निविदा मान्य होगी।
53. कार्य की दोष निवारण अवधि (Defect Liability Period) का समय नगरीय विकास विभाग के आदेश क्रमांक CE (HQ)/UDH/DLP/2024 Jaipur Dated 30.10.2024 के अनुसार रहेगा। कार्य की वास्तविक पूर्णता तिथि से उक्त आदेशानुसार समय पूर्णता के पश्चात प्रभारी अभियन्ता से संतोषजनक प्रमाण पत्र जारी होने के पश्चात एस0डी0 राशि देय होगी।

Signature of tenderer
With full postal address

Executive Engineer
KDA, Kota