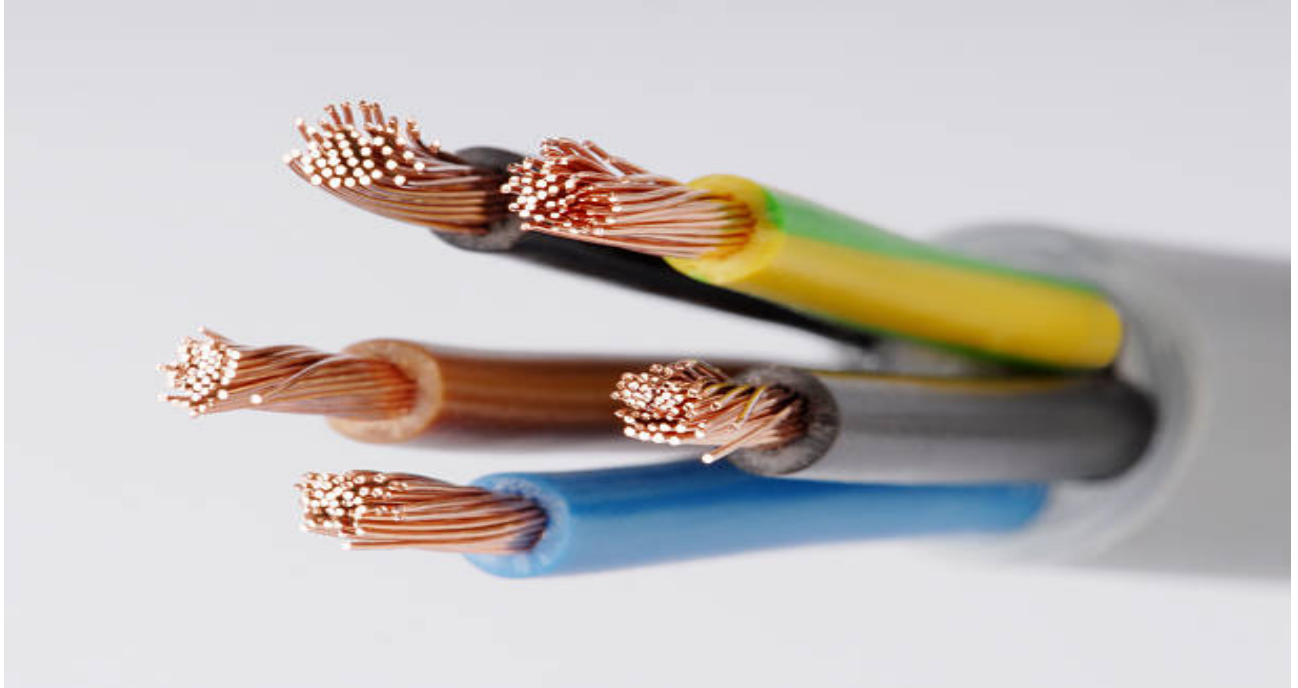


# SURAT MUNICIPAL CORPORATION

WEST (RANDER) ZONE

**SETC of Electricals wiring works at various municipal properties under jurisdiction of West Zone.**

## TECHNICAL BID



**E-Notice No.: Additional city engineer /WZ /03/2026-27, W.NO.01**

Initial date of uploading of tender documents	Dt.22.06.2026 up to 16:00 Hrs
Last date of downloading online tenders	Dt., 10.07.2026 up to 18:00 Hrs
Last date of uploading of online bids	Dt., 10.07.2026 up to 18:00 Hrs
On line query / Pre-bid meeting	N.A.
Submission of tenders in hard copy	On or before Dt.20.07.2026, up to 18:00 Hrs
Tenders shall be submitted to	The Chief Accountant, Accounts Department, Surat Municipal Corporation, Muglisara, Surat.
Mode of submission	Govt. Speed Post only



**Invited by:**

**Additional City Engineer**

**Surat Municipal Corporation**

**C/o West (Rander) Zone,**

**BalaSahebDevsar Road, Tadwadi, Rander Road,**

**Surat. Gujarat**

SETC of Electricals wiring works at various municipal properties under jurisdiction of West Zone.

Sr.No.	Description	Pg.No.
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2	Instructions to the bidders	04
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**SURAT MUNICIPAL CORPORATION**

West (Rander) Zone  
Surat Municipal Corporation,  
BalasahebDevsar Road, Tadvadi, Rander Road, Surat



**E-Tender Notice No.:** Additional city engineer/WZ/3/2026-27, W.NO.09

Bids for **SETC of wiring works System at various municipal properties under jurisdiction of West (Rander) Zone of SMC.** are invited online on <https://smc.nprocure.com> from the bidders meeting the basic eligibility criteria as stated in bid documents.

<b>Bid Fee (Non refundable)</b>	: Rs.1,770/- (Rs.1,500/- + GST)
<b>EMD</b>	: Rs.50,000/-
<b>Bid Fee and EMD should be</b>	: In form of Demand Draft / Banker's cheque drawn in favor of "Commissioner, Surat Municipal Corporation" and shall be payable at Surat.
<b>Initial date of uploading of tenders online</b>	: Dt.22.06.2026 up to 16:00 hrs.
<b>Last date of downloading of online tenders</b>	: Dt.10.07.2026 up to 18:00 hrs.
<b>Online queries / Pre bid meeting</b>	: N.A.
<b>Last date of submission of tenders online</b>	: To be submitted online only on <a href="https://smc.nprocure.com">https://smc.nprocure.com</a> on or before Dt.10.07.2026 up to 18:00 hrs.
<b>Submission (in Hard Copy) of Bid Fee, EMD etc.</b>	: On or before Dt.20.07.2026 up to 18:00 hrs.
<b>Availability of tender documents</b>	: <a href="https://smc.nprocure.com">https://smc.nprocure.com</a>

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

--s/d--  
**Executive Engineer**  
**West (Rander) Zone**  
**Surat Municipal Corporation**

## 2.1. Availing Bid Documents

Blank bid documents can be downloaded from the web site <https://smc.nprocure.com> up to the date and time mentioned in the Online Bid Invitation Notice **Additional city engineer/West Zone /03/2026-27, W.NO.01**

## 2.2. Addenda & Corrigenda

If required, the Addenda and Corrigenda will be issued and the same will form the part of the original bid documents and shall override any contradicting effects in the original bid document.

## 2.3. Submission of Price Bid and Technical BID

The price bid and the technical bid containing all the relevant supporting documents must be submitted online only on <https://smc.nprocure.com> on or before the last date of submission of the bid. No documents except the Bid Fee, EMD, Affidavit or declaration as directed in tender documents to be accepted in hardcopy. It is advised to keep the softcopy of the relevant documents ready and upload the same in advance on <https://smc.nprocure.com> with respect to this tender to avoid issues if any.

All the relevant softcopy should invariably follow the (n)Code portal's specific requirements pertaining to file types, file size, file name length, etc.

o **File Types** : Files with only .pdf, .doc, .txt, .xls, .ppt, .pps, .png, .gif, .jpg, .zip, .rar extension can be uploaded.

o **File name:** It should not be more than 70 characters. Special Characters Like ('% @ <>: \*? | & ~ ^) are not permitted.

o **File size:** Single file size should not be more than 3 MB. The bid document (duly signed and stamped) in hard copy shall be submitted by the successful bidder upon intimation from SSCDL/SMC.

The bid document (duly signed and stamped) in hard copy shall be submitted by the successful bidder upon intimation from SMC.

## 2.4. Pre-bid Queries / Pre-bid Meeting

A prospective Bidder requiring any clarification on the TENDER Document must have to participate on his own expense in pre-bid meeting scheduled as mentioned under head of "tender notice" elsewhere in tender documents. Please note that no online/physical query shall be entertained.

## 2.5. Bid Fee & Earnest Money Deposit (EMD)

The bidder should pay **non-refundable Bid Fee of Rs. 1,770/- (Rs. 1,500/- + GST) and EMD of Rs. 50,000/-** each by separate Demand Draft or Banker's Cheque of any scheduled/nationalized bank payable at Surat in favour of Commissioner, Surat Municipal Corporation. Failure to submit Bid Fee, EMD as required shall lead to the bid being rejected summarily.

**2.6.** The bid should be filled in legibly, clearly indicating the figures and its value in words too.

## 2.7. Online Submission of the Technical Bid:

The bidder will be required to upload the duly signed, stamped and notarized colour scanned copy of below mentioned documents in the same order of sequence online on [smc.nprocure.com](https://smc.nprocure.com) during e-tendering process.

Please note than following list is purely indicative. Bidders are at independence to add more relevant documents for realization of each category mentioned below or as in Pre Qualification, Technical Qualification, Financial Qualification and scope of work elsewhere in tender documents:

Sr.	Documents to be submitted	For criteria
1.	Work orders, Completion Certificate and/or certified measurement sheets / certified BOQ	1. Experience of firm in the field measured in years 2. Similar work experience / similar work completed
2.	Certificate from auditor / chartered accountant showing average annual financial turnover of the firm for at least last three financial years	Average Annual Financial turn over
3.	Solvency certificate from approved bank	For solvency capacity

4.	PAN card copy	PAN registration
5.	GST registration certificate	GST registration
6.	Profile of the company with main personnel and contact numbers / email etc.	Overview of the bidder
7.	Valid electrical contractor's license	To carry out electrical works
8.	Firm's registration showing nature of the work	Establishment of the firm
9.	Partnership Deed (If applicable)	Details of partner
10.	Scan copy of EMD	Earnest money deposit
11.	Scan copy of tender fee	Tender fee
12.	Soft copy of Signed and stamped (on each page) tender documents of this technical bid with addenda if any	Agreement to the terms, condition and scope of work of the tender
14.	Power of attorney in favor of person filling the tender as per format and instructions	Authorization of power for participation

**2.8. Demand Draft for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post so as to reach to Chief Accountant, SMC as per the tender schedule. Not receiving the hard copy of the EMD and Bid fee within stipulated time limit will lead the agency of the bidder to pay following penalty to SMC:**

Sr	Tender Value	Penalty in Rs.
1	Up to Rs. 1 Crore	Rs.10,000/-
2	>Rs. 1 Crore up to Rs. 10 Crore	Rs.20,000/-
3	> Rs.10 Crore up to Rs. 50 Crore	Rs.30,000/-
4	> Rs.50 Crore up to Rs. 100 Crore	Rs.70,000/-
5	> Rs.100 Crore	Rs.1,00,000/-

**Above stated penalty shall be submitted in the relevant office / department of SMC within 10 days from the date of the intimation. Penalty based actions like abeyance of registration and cancellation of E-tendering code of the bidder for six months shall be taken if the amount of the penalty is not submitted within stated time limit for first incidence of not submitting the tender in the hard copy. Similar actions shall be taken if the same bidder repeats the similar incidence second time (after submitting penalty for first incidence).**

**2.9.** All documents must be colored scanned to be seen as original. Scanning in black and white or grey shall not be acceptable.

**2.10.** While submitting the black and white copy, all documents issued by third party must be notarized with clearly displaying stamp, number and name of the notary.

**2.11.** Sealing, marking and submission of the Bid Fee, EMD: Following documents shall only be submitted in Hard Copy to SMC by the bidder:

2.11.1 Earnest Money Deposit (EMD)

2.11.2 Bid Fee

2.11.3 Affidavit and addenda (if any)

EMD/Bid fee and documents as above shall be sealed in a cover and submitted to **The Chief Accountant, Accounts Department, Surat Municipal Corporation, Muglisara, Surat. 395003. Gujarat. India** through Government Postal Speed Post or Registered Post A.D. only. Submission through any other mode (Physical, Courier etc.) is not allowed. Moreover, SMC shall not be responsible for any postal delay.

**Following information must be furnished / written on sealed cover:**

1. Tender Notice: Additional city engineer/West Zone /03/2026-27,W.NO.01
2. Name of the work:**SETC of wiring works at various municipal properties under jurisdiction of West (Rander) Zone of SMC**
3. Last date of submission: Dt. 10.07.2026 (Or as amended)
4. Name & address of the bidding agency: --As actual--

**Technical Bid, Price Bid and every other document asked in tender must be submitted online on [www.smc.nprocure.comonly](http://www.smc.nprocure.comonly).**

**2.12.** The bidder will be bound by the details furnished to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the bidder is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.

**2.13. Late Bids:** Bids not reaching on or before the specified time limit will not be accepted.

**2.14. Conditional Bids:**

All the terms and conditions mentioned herein must be strictly adhered to by all bidders. Conditional tenders shall not be accepted on any ground and shall be subject to rejection without assigning any reason.

**2.15. Withdrawal of Bids:**

Bid once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the EMD shall be liable for forfeiture.

**2.16. Period of Validity:**

The offer shall be valid for acceptance for a minimum period of 120 days from the date of opening of the Price Bid. If required, SMC may request the bidder to have it extended for a further period.

**2.17. Language of Bids:**

The bids prepared by the bidder shall be in the English language. The supporting documents in language other than English/Hindi/Gujarati must have its English translation (which is to be duly attested by the bidder), for purposes of interpretation of the bid, the English translation shall govern.

**2.18. Right to Accept or Reject Any Bid or All Bids:**

SMC reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for SMC's action.

**2.19. Firm Prices & Bid Currency:**

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

**2.20. Costs to be borne by Bidder:**

All costs and expenses (whether in terms of time or money) incurred by the bidder in any way associated with the development, preparation and submission of the bid, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SMC, will be borne entirely and exclusively by the bidder.

**2.21. Acceptance of Terms & Conditions:**

The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

**2.22.** All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

**2.23.** It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

**2.24.** The agency will be bound by the details furnished by him/her to SMC, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.

**2.25.** The participation in the online tendering process implies that the bidder have thoroughly read, studied and understood the instructions of the Bid documents, Scope of work, formats as well as the terms and conditions referred there in and the same are acceptable to the bidder.

**2.26. Authorized Signatory:**

For the purpose of submission of the bid, the bidder may be represented by either the Principal Officer (Owner/MD/Director/Company Secretary/Partner) or his duly Authorized Representative, in which case he/she shall submit a certificate of authority along with the other documents. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the principal officer.

**2.27.Arithmetical errors** will be rectified on the following basis. 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. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

**2.28. Disqualifications:** A Bidder shall be disqualified and Bids will not be considered if

- a) Hardcopy envelop does not show on it the reference of bid number and description as denoted and thus gets opened before due date(s) of opening specified in Notice Inviting Bids.
- b) The Price Bid and Technical Bid are submitted physically which leads to revelation of prices before the due date of opening of the Price Bid.
- c) The Earnest Money Deposit (EMD) & Bid fee is not deposited in the manner described earlier.
- d) The Bid documents are not in a language as described earlier.
- e) The Bid documents are not signed affixing stamp by the authorized signatory.
- f) The Bid documents submitted are incomplete and/or ambiguous in any respect.
- g) Non-compliance of provisions and requirements of the Bid documents.
- h) Any or all correction(s) or pasted slip(s) is/are not initialed, authenticated by the Bidder.
- i) The Bid documents are not submitted in the manner specified in the bid document.
- j) Eligibility criteria are not met with.
- k) Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will result in a disqualification.

**2.29 Security Deposit**

**Security Deposit for SITC Work:(Total 2 % of order value for SETC)**

**100% of SD amount** shall be in form of cash or demand draft. If mode through Demand Draft is opted, DD must be issued in favor of "**Commissioner, Surat Municipal Corporation**", issued through approved banks listed below and shall be **payable at Surat only**.

**List of Approved Banks**

**Finance Department, GR. No.:** **FD/MSM/e-file/4/2023/4020/D.M.O, Date: 11/03/2024**

**[ A ]** Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

- ❖ **All Nationalized Banks**

**[ B ]** Guarantees issued by the following Banks will be accepted as SD/EMD

Sr.No.	Name of Bank	Sr.No.	Name of Bank
1	Axis Bank	19	Kotak Mahindra Bank
2	A U Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	NutanNagrikSahkari Bank Ltd.
7	DCB Bank	25	Rajkot NagrikSahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd.
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op. Bank
14	IDFC Bank	32	The Surat People's Co-op. Bank Ltd.
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	SaurashtraGramin Bank
18	KarurVysya Bank		

If the Security Deposit is not paid within 15 days from the date of "Work Order", then the penalty at the rate of 0.065% of SD amount per day, per day of the amount of Security Deposit shall be charged. If the Security Deposit is not paid within one month from the date of "Work Order", necessary action as per the Conditions of Contract shall be taken.

### 2.30 Withdrawal of tenders

If, during the "Tender Validity Period", the Tenderer withdraws his Tender, the Earnest Money Deposit shall be forfeited and the Tenderer may be disqualified from tendering for further Work under the jurisdictions of S.M.C.

### 2.31 Addenda

Addenda form part of the Contract Documents& full consideration shall be given to all addenda in the preparation of the Tender. Tenderer shall verify the number of addenda issued, if any, and acknowledge the receipt of all Addenda in the Tender. Failure to so acknowledge may cause the Tender to be rejected.

- The Engineer-in-Charge of the authority may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.
- No Addendum may be issued after the last day of online price submission.

### 2.32 Change in present civil structure

During implementation of Electrical Works, any minor/major changes made in existing / present civil work making holes, creating channel, wall cutting, etc. ] by contractor shall be brought to original position / repaired / completed before the end of execution. No extra payment shall be made by SMC to the contractor for such civil works. All the changes required in present civil structure for this work shall be in scope of the contractor and no extra payment shall be made. Scaffolding required to execute the work shall also be in scope of contractor.

### 2.33 Discrepancy

When any discrepancy is found between two conditions in the tender then most stringent condition shall be considered and bound to the contractor.

### 2.34 Right to interpret

The competent authority inviting the tender shall have all the rights to interpret any or all conditions laid in these tender documents and shall be binding to all.

--s/d--

**Executive Engineer  
West (Rander) Zone  
Surat Municipal Corporation**

Seal & Signature of the bidder



- A.** The bidder shall have an active experience of at least 07 (Seven) years in similar works.
- B.** Experience of having successfully completed similar works during the last 07 years, ending on the last day of the month previous to the one, in which applications are invited, i. e. **01.04.2019 to 31.03.2026**, shall be either of the following:
- i. 03 similar completed work each costing not less than the amount equal 40% of the estimated cost, i.e. of Rs. 20,00,000/-
  - OR
  - ii. 02 similar completed work each costing not less than the amount equal 50% of the estimated cost, i.e. of Rs.25,00,000/-
  - OR.
  - iii. 01 similar completed work costing not less than the amount equal 80% of the estimated cost, i.e. Of Rs. 40,00,000/-
- C.** Similar work means: SETC of wiring works in Government / Semi Government / Local Government / PSU buildings including SETC of point wiring, main lines, switch boards and accessories, DBs and accessories, fan and light fittings etc. Work carried out for a private entity / party will not be considered.
- D.** Following enhancement factors will be used for the cost of works executed and financial figures to common base for the value of the works completed in India
- | Financial Year | Multiplying factor |
|----------------|--------------------|
| 2025-26        | 1.10               |
| 2024-25        | 1.21               |
| 2023-24        | 1.33               |
| 2022-23        | 1.46               |
| 2021-22        | 1.61               |
| 2020-21        | 1.77               |
| 2019-20        | 1.95               |
- E.** Average Annual Financial Turnover during the last 03 years, ending on **31. 03. 2026** shall be at least 30% of the estimated cost, i.e. **Rs.15,00,000/-**. A separate certificate from concern chartered accountant shall be submitted.
- F.** Bidder shall have to submit a valid solvency certificate issued from any nationalized or private bank (listed elsewhere) costing at least **Rs. 10,00,000/-**. The solvency certificate shall be valid throughout the evaluation procedure (considering one year of validity from the date of the issue). If validity of the solvency expires during the tender procedure, respective bidder shall have to submit a fresh solvency certificate to SMC whenever asked.
- G.** The contractor shall have a valid GST & PAN registration
- H.** Any other documents/certificates/ technical data sheets / brochure mentioned elsewhere in proposed tender.
- I.** Experience as joint venture of as sub contractor or back to back work shall not be considered.
- J.** The bidder shall have a valid electrical contractor's license.

--s/d--

Stamp & Signature of the Contractor :

**Executive Engineer**  
West (Rander) Zone  
Surat Municipal Corporation

## CHECKLIST BEFORE SUBMITTING THE TENDER

Bidders are advised to ensure the submission of following documents of their part before finally uploading their offers. However, following documents are only indicative and bidders are advised to go through entire tender for any other document left for uploading which is not listed below.

Sr	Description	Online	Hard Copy
1.	Technical bid with sign and stamp of bidder on each page	√	
2.	Price Bid	√	
3.	EMD	√	√
4.	Tender Fee	√	√
5.	GST Registration Copy	√	
6.	PAN Card Copy	√	
7.	C.A.'s certificate for avg. annual turn over	√	
8.	Certified copies of experience	√	
9.	Work orders / POs	√	
10.	Authority letter in the favor of the person if the tender is not being filled by owner / partner	√	
11.	Valid bank solvency	√	
12.	Partnership deed in case of partnership firm	√	
13.	Profile of the bidder (Prepared on a separate paper)	√	
14.	Electrical contractor's license	√	
15.	Affidavit on a non judicial stamp paper of Rs.300/- as per the format given elsewhere in the tender documents	√	√
16.	Any other supporting documents asked in the tender	√	

**NOTE: (1) All the documents issued by third party must be scan of original document. If not, photo copy must be notarized displaying original sign and stamp of the notary.**

**(2) Only original draft means DD of EMD, Tender Fee, affidavit and addenda (if any) are to be submitted in hard copy.**

**FOR CONSTRUCTION / ERECTION / COMMISSIONING / INSTALLATION / REPAIRS  
MAINTENANCE / RENOVATION / FABRICATION OF STRUCTURE INCLUDING BUILDING  
(MEANS ALL WORKS CONTRACT / TURN KEY PROJECT / SUPPLY OF MATERIAL / GOODS)**

1. GST (GOODS & SERVICE TAX) has come in existence from 1st July, 2017. Contractor / Successful Bidder are bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract. However all the quoted rates must be inclusive of GST.
2. During the course of execution of Contract, if there is any change in rate of GST (Goods & Service Tax) by the Government the same shall be reimbursed / recovered separately by SMC, subject to the submission of original Receipt / Proof for the amount actually remitted by the successful Tenderers/ Contractor to the competent Authority along with a certificate from chartered Accountant of Contractor/ Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated /submitted / claimed within 30(Thirty) Days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder /Contractor ,failing which, SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further the non-payment of the GST to the Government may lead to the termination of contract and forfeiture of Security Deposit /Performance Guarantee Amount.
3. If any other new taxes / Duties /Levies / Cess or any other incidentals etc. or any increase in the existing taxes / Duties /Levies / Cess or any other incidentals etc. ( Excluding GST) are imposed during the course of the contract, the same shall be borne by contractor / successful Bidder only, in no case SMC/SSCDL shall be liable for the same.
4. The Contractor will submit the invoice to the SMC having GSTIN of SMC mentioned therein and the taxes shall be shown separately on the face of the invoice so as to claim as ITC by SMC.

--s/d--

**Executive Engineer**  
West (Rander) Zone  
Surat Municipal Corporation

Seal & Signature of the bidder

**No advance payment shall be made to contractor****Payment shall be made as per actual work done at site.**

70% of total amount may be payable after supply of material at site.

15% of total amount shall be payable after installation

10% of total amount shall be payable after testing and commissioning

5% of total amount shall be paid in final bill

7% from each bill shall be kept as retention and shall be paid in final bill

1% amount from each payment shall be deducted as construction cess

**NOTES:**

- (1) Quoted rate must be inclusive of all taxes/GST. Any type of tax, levies, duties, other expenses shall be borne by contractor. No extra payment shall be made apart than quoted rates. Decision of concern departments of SMC for any kind of levy from contractor's bill shall be final and binding to contractor.
- (2) Please note that all the payment shall be made according to prevailing rules of Surat Municipal Corporation as well as Center/State government. If any changes in rules occur during the contract period, then it shall be binding both to SMC as well as contractor.
- (3) Payment shall be made as per actual work done. Deduction from running bills shall also be as per prevailing norms and conditions of SMC.
- (4) Opinion of the consultant of SMC for the construction/laborcess shall be final and binding to the contractor. The rates are invited considering inclusion of 1% construction/labor cess. If the construction/labor cess is not applicable as per the opinion of the consultant on later stage, then 1% construction cess will not be deducted from the contractor's bill. Although additional 1% from the total work done amount of each running bill shall be deducted and that shall be binding to the contractor.

--s/d--

**Executive Engineer**  
West (Rander) Zone  
Surat Municipal Corporation

Signature of the bidder :

**AFFIDAVIT:(SUBMIT ONLINE and also in HARD COPY)**

**Name of Work:**      **SETC of wiring works at various municipal properties under jurisdiction of West (Rander) Zone of SMC**

- I, the undersigned, do, hereby, certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful/false information, Corporation is entitled to take any civil & criminal punitive actions against me / us.
- The undersigned also, hereby, certifies that neither our firm M/s. \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid.
- The undersigned, hereby, authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the Surat Municipal Corporation to verify our statements or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SMC.
- The SMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Municipal Corporation to verify statements and information provided in the tender or with regard to the resources, experience and competence of the applicant.

\_\_\_\_\_  
Signed by an Authorized Signatory/officer of the Firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**\* To be given on non-judicial stamp paper of Rs.300/- duly signed by authorized notary**

(Following condition shall supersede relevant condition mentioned elsewhere in the bidding document)

- **E.M.D & Tender fee shall be submitted in electronic format also through online** (by scanning) while uploading the bid. This submission shall mean that E.M.D & tender fee are received for purpose of opening the Bid. Accordingly, offer/tenders of those tenders whose E.M.D & tenders fee is received electronically, shall be opened. However, for the purpose of realization of EMD and tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main office) as per mentioned schedule. Punitive and penalty based actions shall be initiated for non-submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E- tendering code for six months. All documents of supporting of Bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately.
- All Documents must be **coloured scanned** to be seen as original. **Scanning in Black and White or gray shall not be acceptable.**
- If original copy is not available, the photo copy of the documents to be uploaded must be notarized with clearly displaying stamp, number and name of the notary. Photo copy of notarized documents will not be considered.
- Price Bid shall have to be quoted strictly online only. No hard copy of price bid shall be accepted.
- Addenda/corrigendum to these tender documents, if issue must be signed and submitted online only.

**“Following Documents shall only be submitted in HARD COPY to Surat Municipal corporation by all bidders”**

- Earnest Money Deposit as mentioned in the Tender. (i.e. DD/Bank Guarantee)
- Tender fees as mentioned in the tender
- Affidavit on Non judicial Stamp Paper of Rs. 300/-
- Stamped and signed Addenda, if any

Technical bid and qualification documents mentioned in the tender and price bid are not to be submitted in physical form. Please note that Non – Submission of Hard Copies of technical Bid as well as price Bid does not absolve the bidders from any liability created from the bid condition and bidding process. price bid shall have to be quoted strictly online only. Technical –Bid in Hard copy shall be submitted only by successful bidders upon intimation from SMC.

--s/d--

**Executive Engineer**  
West (Rander) Zone  
Surat Municipal Corporation

Seal & Signature of the bidder

**IT-01. GENERAL:**

The Contract documents may be secured in accordance with the Notice to the Contractors, Inviting Tender for the Work. The Work shall include supply, erection, testing and commissioning of materials, equipment, machinery necessary for the construction of the work.

**IT-02. INVITATION TO TENDER :**

The Surat Municipal Corporation hereinafter referred to as the Corporation shall receive tenders for **SETC of wiring works at various municipal properties under jurisdiction of West (Rander) Zone of SMC** as per the specifications in the tender documents. The Corporation reserves the right to reject the lowest or any other or all tenders or part thereof which, in the opinion of the Corporation, does not appear to be in its best interest, and the Tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his tender.

**IT-03. LANGUAGE OF THE TENDER :**

Tender shall be submitted in English, and all information in the tender shall also be in English, Information in any other language shall be accompanied by its translation in English. Failure to comply with this may make the tender liable to be rejected.

**IT-04. QUALIFICATIONS OF THE TENDERER :**

Tenderer shall be registered in its category and shall be experienced.

**IT-05. TENDER DOCUMENT :**

Printed documents and set of drawings shall comprehensively be referred to as "Tender Document". The several sections forming the document are the essential parts of the Contract, and a requirement occurring in one shall be binding as though occurring in all. They are to be taken as mutually explanatory, and they describe and provide for complete Works.

**IT-06. EXAMINATION BY THE TENDERER :**

- A. Prior to submitting his tender, each Tenderer at his own expenses, shall ( a ) examine the Contract Documents, ( b ) visit the site and determine local conditions, which may affect the Work, including the prevailing wages and other pertinent cost factors, ( c ) familiarize himself with all Central, State and local laws, ordinances, rules, regulations and codes, affecting the material supply, including the cost of permits and licenses required for the Work, and ( d ) co-relate his observations, investigations, and determinations with the requirements of the Tender Document.
- B. The tender quantity is approximate and may increase or decrease. Any increase or decrease in quantity shall not entitle the Tenderer to claim any extra over the quoted price.
- C. Tender Document shall be completed legible in ink, checked in a responsible manner, signed, stamped and submitted online only.

All the pages, in which entries are required to be made by the Tenderer, are contained in the Tender Document, and the Tenderer shall not take out or add to or amend the text of any of the documents, except in so far as may be necessary to comply with any addenda issued pursuant to relative clause hereof.

#### IT-07. EARNEST MONEY DEPOSIT :

- A. The Earnest Money Deposit of **RS. 50,000/-**. EMD shall be deposited by Pay Order / Demand Draft, issued in favour of "**Commissioner, Surat Municipal Corporation**", **Surat**. The Earnest Money Deposit in the form of FDR or cheque shall not be accepted. The Tenderer shall have to mention details of Earnest Money Deposit online too. EMD received beyond stipulated time limit shall be rejected.  
The instrument for the Earnest Money Deposit shall be issued by or payable / encashable at Surat Branch of respective bank.
- B. The Earnest Money Deposit shall be forfeited in the event the successful Tenderer fails to accept the Contract, and fails to submit the Security Deposit ( S. D. ) to the Owner as stipulated in this tender document within 10 days after receipt of notice of award of Contract. In such a case, the Owner may disqualify the Tenderer from tendering for further Works, under the jurisdictions of the Corporation ( S.M.C. ).
- C. The Earnest Money Deposit of the successful tender shall be returned after the Security Deposit ( S. D. ), as required, is furnished by the Contractor.
- D. No interest shall be paid by the Owner on any tender guarantee.

#### IT-08. SECURITY DEPOSIT :

If order/suborder value is > 2 crore, security deposit may be in form of Cash/DD/FDR. In case of capital works, FDR must be valid for one year and in case of O&M, validity should be one year in addition to the contract period.

If order/suborder value is <2 Crore, 100% of the Security Deposit shall be in form of Cash/DD. FDR/DD should be drawn in favor of "Commissioner, Surat Municipal Corporation" and shall be payable at Surat.

#### APPROVED LIST OF BANKS

--As listed elsewhere in these tender documents--

If the Security Deposit is not paid within 15 days from the date of "Work Order", then the penalty at the rate of 0.065% of SD amount per day, per day of the amount of Security Deposit shall be charged. If the Security Deposit is not paid within one month from the date of "Work Order", necessary action as per the Conditions of Contract shall be taken.

#### IT-09. SUBMISSION OF TENDER DOCUMENT:

Tenderer is requested to submit the tender as per the following:

- A. The Tenderer shall submit demand draft of E.M.D., Tender fees and affidavit to "The Chief Accountant", Surat Municipal Corporation, Muglisara, Surat by Registered Post / Speed Post A.D. through Government postal authority only, up to 18.00 hrs., on or before the stipulated date in the tender.
- B. The full name & address of the Tenderer shall be written at the bottom left hand corner of the said sealed envelope. The name of the Work shall be clearly mentioned on the sealed envelope.

The time limit for receipt of the completed tender shall apply strictly in all the cases. The Tenderer shall, therefore, ensure that this tender is received by the Chief Accountant, Surat Municipal Corporation, Surat before the expiry of the time limit. No delay on account of any cause for receipt of tender shall be entertained. Tenders received or due to be received after the time limit is over, shall not be accepted, and if inadvertently accepted, shall not be opened and shall be returned unopened. Tenders, which may get opened before the due date because of improper superscription of the envelope, are liable to be rejected.



Mailed tenders (EMD & Tender Fees only) must be sent in a covering envelope by Speed Post. The return receipt shall be endorsed to show the date and time of receipt, Mailed tenders, not received at the required place before the date and time set for the receipt of tenders, shall be rejected.

Tenders, submitted by a partnership firm, must be furnished with the full name and addresses of all the partners and be signed with the name of the partnership firm by one of the partners or by its legally authorized representative, followed by the signature and designation of the person or persons signing. Tenders by Corporations / Companies must be signed with the legal name of the Corporation / Company by the President / or by the Secretary, or other person or persons, legally authorized to sign on behalf of the Corporation / Company in the matter.

C. Tenders shall be opened by the **Competent Authority, Surat Municipal Corporation**, Surat on the due day & time.

#### **IT-10. TENDER VALIDITY PERIOD:**

The validity period of the tender submitted for this Work shall be of one hundred & twenty ( 120 ) calendar days from last date of submission of online " Price Bid ". The Tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The Tenderer shall not be allowed to withdraw the tender, or make any modifications or additions in the terms and conditions of his own in his tender. If this is done, the Owner shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

#### **IT-11. SIGNING OF TENDER DOCUMENT :**

If the Tender is submitted by an individual, it shall be signed with his full name above his current address/seal on each page.

If the tender is submitted by a Proprietary Firm, it shall be signed by the Proprietor above his name and the name of his firm with his current address/seal on each page.

If the Tender is submitted by a Firm in Partnership, it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the firm to sign the Tender, in which case, a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the Tender is submitted by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the Tender, in which case, a certified copy of the power of attorney shall accompany the Tender. Such Limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the Contract is awarded.

If the Tender is submitted by a "group of firms", the "sponsoring firm" shall submit complete information pertaining to each firm in the group and state along with the Tender, as to which of firm shall have the responsibility for tendering and for completion of the Contract Document, and furnish evidence admissible in law in respect of the authority to such firm on behalf of the group of firms for tendering and for completion of Contract Documents.

The full information and satisfactory evidence, pertaining to the participation of each member of the group of firms in the tender, shall be furnished along with the tender.

All witnesses and sureties shall be persons of status and probity, and their full names, occupations and addresses shall be stated below their signatures. All signatures in the Tender Document shall be dated.

**IT-12. WITHDRAWAL OF TENDERS :**

If, during the "Tender Validity Period", the Tenderer withdraws his Tender, the Earnest Money Deposit shall be forfeited and the Tenderer may be disqualified from tendering for further Work under the jurisdictions of S.M.C.

**IT-13. INTERPRETATIONS OF THE TENDER DOCUMENT :**

Tenderer shall carefully examine the "Tender Document", and fully familiarize himself with all the conditions and matters, which may, in any way, affect the Work, or the cost thereof. Should a Tenderer find discrepancies or commission from the Specifications or other documents, or should be in doubt as to their meaning, he shall at once address query to **Executive Engineer** as the "concerned authority" as referred to in the Tender Document in Clause GC-01 ( Definitions and Interpretations ) of the General Conditions of Contract. Any resultant interpretation of the Tender Document shall be issued to all the Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the Consulting Architect & / or Engineer shall not be binding on the S.M.C.

**IT-14. ERRORS AND DISCREPANCIES IN THE TENDER : --Deleted--**

**IT-15. MODIFICATION OF DOCUMENTS :**

Modification of Specifications and extension of the closing date of the tender, if required, shall be made by an addendum. Copies of each addendum shall be posted online. These shall be signed and shall form a part of the tender. The Tenderer shall not add to or amend the text of any of the documents, except in so far as may be necessary to comply with any addendum.

**IT-16. ADDENDA :**

Addenda form part of the Contract Documents & full consideration shall be given to all addenda in the preparation of the Tender. Tenderer shall verify the number of addenda issued, if any, and acknowledge the receipt of all Addenda in the Tender. Failure to so acknowledge may cause the Tender to be rejected.

- A. The Engineer-in-Charge of the authority may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.
- B. No Addendum may be issued after the last day of online price submission.
- C. Not replying to the bidder's queries or not issuing an agenda will itself mean that SMC has not considered the queries / changes.

**IT-17. TAXES AND DUTIES ON MATERIAL :**

Present tender is all inclusive and any taxes/duties/levies etc. Shall be borne by contractor. All the charges, on account of Octroi, Terminal Tax or Sales Tax, GST etc., and any other duty / duties/Levy/Freight/Transportation/Loading/Unloading/Storage on material/s obtained for the Work from any source, shall be borne by the Contractor. No 'D' or 'C' Form shall be supplied by the S.M.C. Moreover, the Contractor shall have to bear any revision of the taxes and / or duties implemented by the Authority from time to time, and no extra payment shall be made for the revision of taxes and / or duties on materials / work.

**IT-18. EVALUATION OF THE TENDERS:**

In comparing the tenders, S.M.C. shall consider such factors as the time of completion, efficiency and reliability of construction method proposed, compliance with the Specifications, relative quality, the operation, maintenance and replacement cost of structure and plant.

**IT-19. POLICY FOR “TENDER UNDER CONSIDERATION” :**

Tenders shall be termed to be “under consideration” from the date of opening of the Tender, until such time when an official announcement of award is made.

While the tenders are under consideration, the Tenderers and their representative or other interested parties are advised to refrain from connecting by any means with the representative of S.M.C. on matters related to the tenders under study. The Engineer-in-Charge’s Representative, if necessary, shall obtain clarification on tenders on behalf of the Tenderers by requesting information from any or all the Tenderers, either in writing or through personal contact, as may be necessary. The Tenderers shall not be permitted to change the substance of his submitted Tender after price revision. Non-compliance with this provision shall make the tender liable for rejection.

**IT-20. PRICES AND PAYMENTS :**

The Tenderer must understand clearly that the price quoted are for the total Work or the part of the total Work quoted for, as the case may be, and include all costs due to Materials :, labor, equipment, supervision, other services, royalties and octroi, if any, etc. and to include all extras to cover the cost. No claim for additional payment, beyond the prices quoted shall be entertained and the Tenderer shall not be entitled subsequently to make any claim on any ground, except for the condition laid down in concern clause of Price Adjustment.

**IT-21. PAYMENT TERMS :**

The terms of payment are defined separately elsewhere in tender documents. The Municipal Corporation shall not, under any circumstances, relax these terms of payment, and shall not consider any alternative payment terms. Tenderer shall, therefore, in his own interest, note this provision to avoid rejection of his tender.

**IT-22. AWARD :**

Award of the Contract or the rejection of tenders shall be made during the Tender Validity Period stated in the “Instructions to the Tenderes” :

- A. After all Contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the “Instructions to the Tenderes”, and shall furnish the “Security Deposit” as required herein. The Contract Agreement shall be executed in the form stipulated by the Owner. A copy of the required form is included in the Contract Document.
- B. If the Tenderer, receiving the Notice of Award, fails or refuses to execute the Contract Agreement within the stated time limit, or fails or refuses to furnish the “Security Deposit” as required herein, the S.M.C. may annul his Award, and declare the E.M.D. forfeited.
- C. A Private / Public Limited Corporation, Partnership firm or other Consortium, acting as the Tenderer and receiving the Award, shall furnish evidence of its existence, and evidence that the person, signing the Contract Agreement & other documents for the Private / Public Limited Corporation, Partnership Firm or other Consortium acting as the Tenderer, is duly authorized to do so.

**IT-23. SIGNING OF THE CONTRACT :**

The successful Tenderer shall be required to execute the Contract within fifteen days of receipt of notice of award of the Contract & / or to execute the Contract, failing which the Municipal Corporation shall be entitled to annul the award and forfeit the Earnest Money

Deposit. The person to sign the Contract Document shall be the person as detailed elsewhere.

**IT-24. DISQUALIFICATION**

A tender may get disqualified and shall not be taken for consideration, if

- A. The outer envelope does not show on the outside the reference of tender and, thus, gets opened before the due date of opening as per Article - Submission of Tender Document.
- B. The tender Earnest Money Deposit and Tender Fees are not deposited in full and in the manner
- C. The tender is in a language other than English, or does not contain its English Translation in case of other language being adopted for tender preparation.
- D. The tender does not meet any of the essential eligibility criteria
- E. The Tender Document are not signed by an authorized person
- F. The general performance data for qualification is not submitted
- G. The submitted Tender is a Conditional Tender.
- H. Price bid is submitted in hard copy.
- I. Technical Bid is submitted in hard copy.
- J. Qualifying and other documents are submitted in hard copy.
- K. Price Variation, proposed by the Tenderer, is on principles other than provided in the Tender Document.
- L. Completion Schedule offered is not consistent with the completion schedule defined and specified in the Tender Document.
- M. The validity of the tender is less than the mentioned.
- N. Any of the page or pages of the tender is / are removed / replaced.
- P. All corrections or pasted slips are not initialed by the Tenderer.
- Q. Any erasure is made in the tender.
- R. Any other criteria demanded elsewhere in tender and not fulfilled by contractor
- S. Single participation is submitted in multiple covers on multiple dates.

**IT-25. SECURITY DEPOSIT & RETENTION MONEY :**

As described previously.

**IT-26. STAMP DUTY :**

The successful Tenderer shall have to enter into an Agreement within 15 ( Fifteen ) days on a non-judicial stamp paper of Gujarat State of required value as per the form of the Agreement and surety bond approved by the Municipal Corporation, Surat.

**If security deposit is in form of Cash/DD/Bank Guarantee:** Contractor has to submit three number of Non judicial stamp paper of Government of Gujarat each of Rs.300/- for agreement, surety and undertaking respectively. Stamp papers must not be older than 6 months from the date of submission to SMC.

**If security deposit is in form of FDR:** Contractor shall have to submit two stamp papers each of Rs.300/- for surety and undertaking, plus stamp papers costing 4.95% (or as per latest norms of the state) of security deposit amount for agreement.

**IT-27. BRAND NAMES :**

Specific references in the Specifications of any Materials : by manufacturer's / supplier's name / or catalog number, shall be constructed as establishing a standard or quality and performance, and not as limiting competition and the Tenderer, in such cases, may at his option, freely use any other product, provided that it ensures equal or higher quality than the standard mentioned and meets approved by Municipal Corporation.

**IT-28. NON-TRANSFERABLE :**

Tender Document are not transferable.

**IT-29. COST OF TENDERING :**

The Owner shall not defray expenses incurred by Tenderers in tendering.

**IT-30. DEFECT OF TENDER :**

The Tender for the Work shall remain open for a period of 120 calendar days from the date of opening of online price bid for this Work, and that the Tenderer shall not be allowed to withdraw or modify the offer on his own during this period. If any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own, the Municipal Corporation, shall without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

**IT-31. VARIATION IN A QUANTITY & / OR ORDERED VALUE :** SMC has every right to execute / not to execute one or more items from the tender. SMC also reserves rights to increase / decrease number of quantities of one or more items in the tender at the time of the execution

**IT-32. NEW EQUIPMENT AND MATERIAL ;**

All Materials ;, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the Corporation. The rebuilt or overhauled equipment / Materials : shall not be allowed to be used on Work.

**IT-33. RIGHTS RESERVED :**

The S.M.C. reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender, without assigning any reasons. The S.M.C. further reserves the right to withhold issuance of the notice to proceed, after execution of the Contract Agreement, for the period of time stated in the Invitation to the Tender and no additional payment shall be made to the successful Tenderer on account of such withholding. The S.M.C. is not obliged to give reasons for any such action.

**IT-34. Municipal Commissioner reserves right to reduce the scope of work and split the tender in to two or more parts without assigning any reason even after the Award of Contract.**

**IT-35. MOBILIZATION ADVANCE :**

No mobilization advance or advance on machinery shall be given

**IT-36. CONDITIONAL TENDER :**

The scope of Work is clearly mentioned in the Tender Document. The Contractor shall have to carry out the Work in accordance with the detailed Specifications. No conditions shall be accepted. The conditional tender shall be liable to be rejected.

**IT-37 CANCELLED**

**IT-38. WORK IN ACCORDANCE WITH SPECIFICATIONS GIVEN IN GUJARAT P. W. D. HANDBOOK -  
GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS ( LATEST EDITION ) :**

The Work shall be carried out strictly according to the Specifications given in Gujarat Public Works Department Hand Book – General Technical Specification for Building Works ( The latest edition ) whenever applicable as directed by Engineer-in-Charge.

**IT-39. THE WORK TO START AT MULTIPLE PLACES :**

The Work shall have to be started by the Contractor at as many places as ordered by the Engineer-in-Charge.

**IT-40. THE TENDERER LIABLE TO BEAR THE COST OF ANY DAMAGES TO ANY UTILITIES :**

If during excavation or carrying out of any item of the Work, any electric pole, electric cable, telephone cables, telegraph cable, gas line, drain connection pipeline, water service pipeline, sewer main, water mains, etc. is / are damaged by the Contractor, he shall be liable to pay the full expenditure required to repair the same or charges for the same as decided by the concerned utility company namely The Electric Company, The Gas Company, Government Authority or the MahanagarSevaSadan, as the case may be.

**IT-41. WORKMANSHIP :**

The Work shall be carried out in workmanlike manner, and only the best skilled workers shall be employed. If any defect in the Work is found out, the Contractor shall have to rectify within the time fixed by Engineer-in-Charge. If he fails to rectify the defect Engineer-in-Charge, after giving due notice, shall rectify the defect at the risk and cost of the Contractor.

**IT-42. THE WORK IN ACCORDNACE TO THE INSTRUCTIONS OF ENGINEER-IN-CHARGE :**

All the Work shall be done strictly according to the instructions of Engineer-in-Charge.

**IT-43. NO COMPENSATION FOR STOPPAGES DUE TO DEFECTIVE WORK :**

No compensation shall be paid, if the Work is stopped due to either defective work, or as per the instructions from Engineer-in-Charge due to any reasons.

**IT-44. THE RATES IN THE PRICE TENDERTO HOLD GOOD WITHOUT REFERENCE TO QUANTITY & / OR LOCATION :**

The rates given in the Schedule shall hold good for all the Work done under this Contract without reference to quantities or location of the Work.

**IT-45.**

The Contractor is particularly directed to observe from the Specifications as to what is to be included in the items and accordingly, the rates for several portions of the Work shall be worked out.

**IT-46. THE DATE OF COMMENCEMENT OF THE WORK :**

The date of commencement of the Work is considered to be the date Specified in the "Final Work Order".

**IT-47. NO ARBITRATION :**

If any clause of Arbitration is there in the tender document, it is deleted here with.

**IT-48. EXECUTION UNDER STRICT SUPERVISION OF THE SMC/CONSULTANT :**

The project under this tender shall be executed under strict supervision and instructions of the SMC/ Consultant deployed by S.M.C. The Contractor shall carry out the instructions of the Consultant.

**IT-49. DISPUTES :**

Any dispute arising out of this Contract shall be subject to SURAT JURISDICTION only.

**IT-50. CHANGE IN EXISTING / PRESENT CIVIL STRUCTURE :**

All the civil works required to complete this work shall be in scope of the agency and no extra payment shall be made thereof. Further, during implementation of Electrical Works, any minor/major changes made in existing / present civil work [making holes, creating channel, wall cutting, etc. ]by contractor shall be brought to original position / repaired / completed before the end of execution. No extra payment shall be made by SMC to the contractor for such civil works. All the changes required in present civil structure for this work shall be in scope of the contractor and no extra payment shall be made. Scaffolding required to execute the work shall also be in scope of contractor.

**IT-51 COMPENSATION AGAINST INJURY/ACCIDENT**

No compensation by SMC shall be given to the contractor/contractor's staff if any injury, accident or death occurs during implementation of the contract.

**IT-52 Follow BOQ**

If there's a difference between the item demanded in BOQ and detailed specification in scope of work, BOQ shall be considered as authentic and final.

**IT-53 Deduction**

Latest and prevailing deduction rules and regulations for running/final bills of Surat Municipal Corporation shall be applicable to contractor.

**IT-54 Drawings**

The drawings attached with these tender documents are only for consideration for bidding.

**IT-55 Electricity**

Electricity required for this work shall be provided by SMC.

--s/d--

Signature of the Contractor :

**Executive Engineer**

West (Rander) Zone

Surat Municipal Corporation

**GC-01 DEFINITIONS AND INTERPRETATIONS :**

- 01.0 In the Contract documents, as herein defined, the following words and expression used shall, unless, repugnant to the subject or context thereof, have the following meanings assigned to them.
- 01.1 The "Owner / Municipal Corporation, Surat, shall be represented by Municipal Commissioner / City Engineer or any officer authorized by the Municipal Corporation.
- 01.2 The "Contractor" shall mean the person or the persons, firm or company, whose tender has been accepted by the Owner and includes his legal representative successors and permitted assignees.
- 01.3 The "Engineer-in-Charge" shall mean the person designated as such by the Owner from time to time, and shall include those, who are expressly authorized by the Municipal Corporation to act for and on its behalf for the operation of this Contract.
- 01.4 "Engineer-in-Charge's Representative" shall mean any Engineer or assistant to the Engineer-in-Charge designated from time to time by the Engineer-in-Charge to perform duties set forth in the Tender Document whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
- 01.5 "Tender" shall mean the offer or proposal of the Tenderer, submitted in the prescribed form, setting forth the prices for the Work to be performed, and the details thereof.
- 01.6 "Contract Price" shall mean total money payable to the Contractor under the Contract Documents.
- 01.7 "Addenda" shall mean the written or graphic notices prior to submission of the tender, which modify or interpret the Contract documents.
- 01.8 "Contract Time" shall mean the number of consecutive calendar months for the completion of the Work, as stated in the executed Contract Agreement.
- 01.9 "Contract" shall mean Agreement between the parties for the execution of the Work, including all Contract Documents therein.
- 01.10 "Tender Document" shall mean drawings, Specifications, agreed variations, if any, and such other documents constituting the tender, and acceptance thereof.
- 01.11 "The Sub-Contractor" shall mean any person, firm or company other than the Contractor, to whom any part of the Work has been entrusted by the Contractor with the written consent of the Engineer-in-Charge, and the legal personnel, representative, successors and permitted assigness of such person, firm or company.
- 01.12 "The Specifications" shall mean all directions, the various technical Specifications, provisions and requirements attached to the Contract, which pertain to the method and manner of performing the Work to the quality of the Work and the Materials : to be furnished under the Contract for the Work and any order/s or instruction/s thereunder. It shall also mean the latest Indian Standards Institution Specifications for or relative to the particular Work or part thereof, so far as they are not contrary to the Tender Specifications or I.S.I. Specifications, and in absence of any tender Specifications, the Specifications of any other country applied in India as a matter of Standard Engineering practice and approved in writing by the Engineer-in-Charge with or without modifications.
- 01.13 The "Drawings" shall include maps, plans, tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings, as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge in connection with the Work.
- 01.14 The "Work" shall mean the Work to be executed in accordance with the Contract or the part thereof as the case may be, and shall include extra, additional, altered or substituted Work as required for the purpose of the Contract. It shall mean the totality of the Work by expression or implication envisaged in the Contract, and shall include all material, equipment and labor required for or relative or incidental to or in connection with the



- commencement, performance and completion of any Work and/or for incorporation in the Work.
- 01.15 The "Permanent Work" shall mean Works, which shall be incorporated in, and form part of the Work to be handed over to the Owner by the Contractor on completion of the Contract.
- 01.16 The "Temporary Work" shall mean all temporary Work of every kind required in or about the execution, completion and maintenance of the Work.
- 01.17 "Site" shall mean the land and other place on, under, on or through which the Work is to be carried out and any other lands or places provided by the Municipal Corporation for the purpose of the Contract, together with any other places designated in the Contract as forming part of the site.
- 01.18 "The Construction Equipment" shall mean all appliance / equipment of whatever nature required in or for execution, completion or maintenance of the Work or temporary Work as here under defined, but does not include Materials : or other things intended to form or forming part of the permanent Work.
- 01.19 "Notice in Writing or Written Notice" shall mean a notice in written, typed or printed form, delivered personally or sent by Registered Post to the latest known private or business address of the Registered office of the Contractor.
- 01.20 The "Alteration / Variation Order" shall mean an orders given in writing by the Engineer-in-Charge to effect additions to or deletion from / or and alterations in the Work.
- 01.21 "Final Test Certificate" shall mean the Final Test Certificate, issued by the Owner within the provisions of the Contract.
- 01.22 The "Completion Certificate" shall mean a certificate to be issued by the Engineer-in-Charge when the Work has been completed to his satisfaction.
- 01.23 The "Final Certificate" shall mean the final certificate issued by the Engineer-in-Charge after the Work is finally accepted by the Owner.
- 01.24 "Defect Liability Period" shall mean the specified period between the issue of "Completion Certificate" and the "Final Certificate" as specified in the tender.
- 01.25 "Approved"& "Approval" shall mean approved in writing, including subsequent modification/s in writing of previous verbal approval and "Approval" shall mean approved in writing, including as aforesaid.
- 01.26 "Letter of Acceptance" shall mean an intimation by a letter to the Tenderer that the Tender has been accepted in accordance with provisions contained therein.
- 01.27 "Order" and "Instruction" shall respectively mean any written order or instruction given by the Engineer-in-Charge, within the scope of his powers in terms of the Contract.
- 01.28 "Running Account Bill" shall mean a Bill for the payment of "On Account" money to the Contractor during the progress of Work on the basis of Work done and the non-perishable Materials : to be incorporated in the Work supplied by the Contractor.
- 01.29 "Security Deposit" shall mean the deposit to be held by the Owner as security for the due performance of Contractual obligations.
- 01.30 Retention Money shall mean the money retained from R. A. Bill for due completion of "Net Work".
- 01.31 Unless otherwise Specifically stated, the masculine gender shall include the feminine and natural genders and vice versa and the singular shall include the plural and vice-versa.

#### **GC-02 LOCATION OF SITE AND ACCESSIBILITY:**

The site of the Work is within the limits of Surat Municipal Corporation. The city is served by all weather roads and Western Railway Broad Gauge line. The intending Tenderer shall inspect the site and make himself familiar with site conditions and available communication facilities. Non availability of access / roads shall in no case be the cause to condon any delay in the execution of the Work or be the cause for any claims or extra compensation.

**GC-03 SCOPE OF WORK :**

The scope of Work is defined broadly in the Special Conditions of Contract and Specifications. The Contractor shall provide all necessary Materials : equipment and labor etc. for the execution and of the Work till completion. All Materials : required for the Work shall be approved by the Engineer-in-Charge prior to procurement and use.

**WATER SUPPLY :**

The Contractor shall have to make his own arrangement for water supply.

**POWER SUPPLY :**

SMC will provide electricity at free of cost to carry out this work.

**SECURITY :**

Contractor shall have to make his own arrangement of security for any material / machine / equipment supplied/installed till it is handed over to SMC. SMC shall not be responsible for any theft/loss/damage of work/component of work till it is successfully handed over to SMC. Handing over the site to SMC shall mean a certificate issued from an officer equivalent or above than the post of Assistant Engineer.

**LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & WORKSHOP:**

The Owner shall not be in a position to provide land required for the field office, godown, Workshop, etc. of the Contractor. The Contractor shall have to make his own arrangement for the same. No land shall be provided by the Owner to the Contractor for constructing his labor and supervisory camp and other service facilities.

**GC-04 RULING LANGUAGE :**

The language according to which the Contractor shall be instructed and interpreted shall be English. All entries in the Contract Document and all correspondence between the Contractor and the Municipal Corporation or the Engineer-in-Charge shall be in English. All dimensions for the Materials : shall be given in metric units only.

**GC-05 INTERPRETATION OF CONTRACT DOCUMENT :**

- 05.01. The provisions of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents of the Contract, unless Specifically provided otherwise. Shall there be any discrepancy, inconsistency error or omission in the several documents forming the Contract, the matter may be referred to the Engineer-in-Charge for his instructions and decision. The Engineer-in-Charge's decision in such case shall be the final and binding to the Contractor.
- 05.02. Works, shown upon the drawings but not described in the Specifications, or described in the Specific Specifications, without showing the same on the drawings, shall be taken as described in the Specifications and shown on the drawings.
- 05.03. The heading and the marginal notes to the clauses of those General Conditions of Contract or to the Specifications or to any other part of Tender Document are solely for the purpose of giving a concise indication and not a summary of contents thereof or be used in the interpretation or construction thereof of the Contract.
- 05.04. Unless otherwise stated Specifically, in this Contract Document, the singular shall include the plural and vice versa, wherever the context so requires. Work implementing persons shall include relevant corporate companies / registered associations / body of individual / firm of partnership.
- 05.05. Notwithstanding the sub-divisions of the documents into separate sections and volumes, every part of each section shall be supplementary to and complementary of every other part, and shall be read with and into the context so far as it may be practicable to do so.
- 05.06. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of General conditions of Contract, and shall to the extent of such repugnancy or variance prevail.

- 05.07. The Materials : design and Workmanship : shall satisfy the relevant I. S. S. and Codes referred to. If Additional requirements are shown in the Specifications, the same shall be satisfied over and above I.S.S. and Codes.
- 05.08. If the Specifications mention that the Contract shall perform certain Work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.
- 05.09. The correctness of the details given in the Tender Document is not guaranteed. The Contractor shall independently obtain all necessary information while preparing and submitting the tender. The Contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters which may affect the carrying out of the Work or the tendered rates. Any error in description of quantity or commission therefrom shall not vitiate the Contract or release the Contractor from executing the Work comprised in the Contract according to the Drawings and Specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the Work, and the requirements of Materials : and labor involved and as to the total Work he has to complete in accordance with the Contract, what so ever be the defects, omissions, or errors that may be found in the Contract documents. The Contractor shall be deemed to have visited the site and the surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications, whether by land, air or water and as to possible interceptions thereto and the access and egress from the site, to have made inquiries, examined and satisfied himself as to the locations of sources for obtaining sand, stones, bricks and other required Materials :, the sites for disposal of surplus Materials :, the available accommodation as to whatever required, the depicts and such other buildings as may be necessary for executing and completing the Work, to have local independent inquiry as to the subsoil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters affecting the Work. He is deemed to have acquainted himself as to his liability for payment of government taxes, customs duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information about the forgoing or any other matter affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the Work at the tendered rates and time in strict accordance with the Contract Document.

No verbal Agreement or inference from conversation with any officer or employee of the Owner, either before or after the execution of the Contract Agreement shall, in any way effect or modify any of the terms of obligations herein contained.

#### **GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY :**

The Contractor by tendering shall be deemed to have satisfied himself, as to consideration and circumstances affecting the tender price, as to the possibility of executing the Work as shown and described in the Contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, shall be made beyond the Contract Price. The Contractor shall be responsible for any misunderstanding or incorrect information given in writing by the Engineer-in-Charge.

#### **GC-07 ERROR IN SUBMISSION :**

The Contractor shall be responsible for any errors or omissions in the particulars supplied by him. Whether such particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished in writing to the Contractor by the Owner or the Engineer-in-Charge.

**GC-08 SUFFICIENCY OF TENDER :**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates, which rates shall, except as or other wise provided for, cover all the Contractor's act liabilities and obligations set forth or implied in the Contract for the proper execution of the Work for compliance with requirements of relative GC thereof.

**GC-09 DISCREPANCIES :**

The drawings and Specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension/s in preference to scaled and Special Conditions in preference to general conditions. Special direction or dimensions given in the Specifications shall supersede all else shall any discrepancies, however, appear or shall any misunderstanding arise as to the meaning and intent of the said Specifications or Drawings, or as to the dimensions or the quality of the Materials ;, or the due and proper execution of the Work, or as to the measurement or quality and valuation of the Work executed under this Contract, or as extra there upon, the same shall be explained by the Engineer-in-Charge, and his explanation shall, subject to the final decision of the **Executive Engineer / Commissioner**, in case reference be made to him, be binding upon the Contractor, who shall execute the Work according to such explanation subject to aforesaid, and without addition to or deduction from the Contract and shall also do all such Work and things necessary for the proper completion of the Work as implied by the Drawings and Specifications, even though such Work and things are not specially shown and described in said Specifications. In cases where not particular Specifications are given for any article to be used under the Contract, relevant Specifications of the Indian Standard Institution shall apply.

**GC-10 SECURITY DEPOSIT :**

- 10.01. The total Security Deposit is sum of 2 % of the accepted Tender Contract Price shall be deposited by the Tenderer, hereinafter called the Contractor, while tender is accepted as Security Deposit with the Owner, for the faithful performance, completion of the Work in accordance with the Contract Document and to the satisfaction of the Engineer-in-Charge, and assuring the payment of all obligations arising from the execution of the Contract.
- 10.02. If the Contractor, Sub – Contractor/s or his / their employee/s shall break, deface or destroy any property belonging to the Owner or other agency during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor, for which the certificate of the Engineer-in-Charge shall be final. These expenses can be recovered from the Security Deposit, if recovery from other sources is not possible. The amount so reduced in Security Deposit shall be made good by deduction from the next R.A.Bill of the Contractor.
- 10.03. All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the sale of sufficient part of his Security Deposit or from any sums which may be due or become due to the Contractor by the Owner on any account whatsoever and in the event this Security Deposit being reduced by reasons of any such deductions or sale of security deposit or part thereof as aforesaid, the Contractor shall within 15 days thereafter, make good the same in cash, bank drafts or Government Securities endorsed as aforesaid. No interest shall be payable by the owner for sum deposited as Security Deposit.
- 10.04. The Security Deposit shall be extendable up to the date as decided by Engineer-in-Charge in accordance with Requirement of Contractual obligations under the Contract.
- 10.05. The Security Deposit less any amounts due shall be returned to the Contractor without any interest after the Defects Liability Period is over, and subject to the Engineer-in-Charge certifying that no liability has remained attached to the Contractor.

10.06. The performance guarantee shall be delivered to the Owner within 15 days of the notice of award / L.O.I. Security Deposit shall be paid in time and if it is paid after 15 days from the date of Work order then the penalty of 0.065 % per day of the amount of the Security Deposit shall be recovered from the Contractor while receiving the Security Deposit. It is also clarified that the amount of the Security Deposit shall be calculated on the basis of Contract Value and not on the basis of estimated amount put to tender.

**GC-11 INSPECTION OF THE WORK :**

11.01. The Engineer-in-Charge shall have full power and authority to inspect the Work at any time, wherever in progress, either on the site or at the Contractor's any other manufacturers Workshop/s or factories wherever situated, and the Contractor shall afford for Engineer-in-Charge every facility and assistance to carry out such inspection. Contractor or his authorized representative shall, at all time during the usual Working hours and all other times when so notified, remain present to receive orders and instructions, orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than seven ( 7 )days' notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measuring any Work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be reopended& its cost shall be recovered at the Contractor's expense for carrying out such inspection or measurement.

11.02. No material shall be dispatched from Contract Store on site of the Work before obtaining approval in writing of the Engineer-in-Charge, Contractor shall provide at all time, during the progress of Work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the Work by Engineer-in-Charge.

**GC-12 DEFECT LIABILITY :**

12.01 Defect liability period shall be counted as 12 months after handing over the site to SMC or 24 months from the date of receipt of material last. However, a certificate from competent authority of the department must be received by the contractor. Any damage or defect that may arise or that may remain undiscovered at the time of issue of completion certificate connected in any way with the equipment or Materials : supplied by him or in the Workmanship : be rectified or replaced by the Contractor at his own expense as desired by Engineer-in-Charge or in default may cause the same to be made good by other agency and deduct expenses, of which the certificate of Engineer-in-Charge shall be final from any sums that may then or any time thereafter become due to Contractor of sale thereof or of a sufficient portion thereof. The replaced material shall be brand new. Second hand material shall not be allowed in any case.

12.02. From the commencement to completion of Work Contractor shall take full responsibility for the case of the Work including all temporary Work and in case any damage, loss or injury shall happen to Work or any part thereof or to any temporary Work from any cause whatsoever and shall at his own cost repair and make good the same so that at completion Work shall be in good order and in conformity in every respect with the requirements of Contract and as per the instructions of the Engineer-in-Charge.

12.03. If at any time before the Work is taken over, the Engineer-in-Charge shall -

12.03.a. Decide that any Work done or Materials : used by the Contractor are defective or not in accordance with Contract or that Work of any portion thereof is defective or do not fulfill the requirements of Contract (all such Materials : being hereinafter called defects in this clause and (b) as soon as reasonably practicable given to Contractor notice in writing of the said defect specifying particulars of the defects alleged to exist or to have occurred, then Contractor shall at his own expenses and with all speed make good the defects so specified.

12.03.b. In case, the Contractor fails to do so, the Owner may take, at the cost of the Contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner, shall be recovered from the amount due to the Contractor. The decision of Engineer-in-Charge with regard to the amount to be recovered from the Contractor shall be final and binding on the Contractor.

**GC-13 POWER OF ENGINEER TO GIVE FURTHER INSTRUCTIONS :**

The Engineer-in-Charge shall have the power and authority, from time to time and at all times, to give further instructions and directions as may appear to him necessary or proper for the guidance of the Contractor and the Work and efficient execution of the Work according to the terms of the Specifications, and the Contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually, as though the same had accompanied or had been mentioned or referred to in the Specifications. No Work which radically changes the original nature of the Contract, shall be ordered by the Engineer-in-Charge and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the Contract, shall, nevertheless, carry it out and any disagreement as to the nature of the Work & the rate to be paid thereof shall be resolved. The time of completion of the Work, in the event of any deviations, resulting in additional cost over the Contract sum being ordered, then be extended or reduced reasonably by the Engineer-in-Charge. The Engineer-in-Charge's decision in the cases shall be final and binding to the Contractor.

**GC-14 PROGRAMME :**

The time allowed for execution of the Work shall be of essence of the Contract. The Contract Period shall commence from the date of Notice of Intimation to proceed. The Tenderer at the time of submitting his tender shall indicate the Construction Schedule Programme, the month wise Programme required for the execution of the Work and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The Contractor shall provide to the Engineer-in-Charge a detailed Programme of time Schedule for execution of the Work accordance with the Specifications & the date of completion. The entire Programme to be finalized by the Contractor, has to confirm with the Execution period mentioned along with the Bill of Quantities in the Tender Document. The Engineer-in-Charge upon scrutiny of such submitted Programme by Contractor, shall examine suitability of it to the requirement of the Contract and suggest modifications, if found necessary.

**GC-15 SUBLETTING OF WORK :**

No part of the Contract nor any share or interest thereon shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any firm or Corporation whatsoever except as provided for in the succeeding sub clause, without the consent in writing of the Owner.

**GC-16 SUB-CONTRACTORS FOR TEMPORARY WORK, ETC. :**

The Owner may give written consent to sub-Contractor for execution of any part of the Work at the site being entered upon by the Contractors provided details of each individual Contractor is submitted to & obtaining prior approval of the Engineer-in-Charge. List of Sub-Contractor is to be supplied. Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-Charge shall have received copies of any sub-Contractor, the Contractor shall be and shall remain solely responsible for the quality and proper expeditions and execution of the Work in accordance with of all the Conditions of Contract in all respects, as if such submitting or sub-Contracting had not taken place, and as if such Work had done directly by the Contractor.

**GC-17 TIME FOR COMPLETION :**

17.01. The Work covered under this Contract shall be commenced from the Date mentioned in the of Contract is served with a Notice to Proceed with the Work and shall be completed before

the date of completion, as mentioned in the Programme / Construction Schedule of Work. The time is the essence of the Contract and unless the same is extended as mentioned in clause No. GC-18, Extension of Time, the Contractor shall be penalised for the delay.

17.02. The general Programme / Execution Schedule is given in the Tender Document. Contractor shall prepare a detailed weekly or monthly Programme for Execution in consultation with the Engineer-in-Charge soon after the Agreement, and the Work shall be strictly executed accordingly. The time for execution given includes the time required for testing, rectification if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

**GC-18 EXTENSION OF TIME :**

Time shall be considered as the essence of the Contract. If, however, the failure of the Contractor to complete the Work as per the stipulated dates referred to above arises from delays on the part of the Owner in supplying the Materials : or equipment, it has undertaken to supply under the Contract or from delays in handing over sites or from increase in the quantity of the Work to be done under the Contract, or Force Majeure an appropriate extension of time shall be given. The Contractor shall request such extension within one month of the cause of such delay and in any case, before expiry of the Contract Period. In case of extension of time limit, decision of the Competent Authority shall be considered final & binding upon the Contractor.

**GC-19 CONTRACT AGREEMENT :**

The successful Tenderer shall when called upon to do so, enter into and execute the Contract Agreement within fifteen (15) days of the Notice of Award, in the form shown in Tender Document with such modifications as may be necessary in the opinion of the Municipal Commissioner. It shall be incumbent on the Contractor, to pay the stamp duty and the legal charges for the completion of the Contract Agreement.

**GC-20 A PENALTY FOR DELAY :**

If the Contractor fails to complete the Work within the stipulated completion date for the Work or he shall pay liquidated damages at 0.2% of Contract Value per day of delay in completion and handing over the Work or part thereof as the case may be to the Owner. The amount of liquidated damages shall, however, be subjected to a maximum of ten ( 10 ) per cent of the Contract Value. Delays in excess of one hundred days shall be a cause for termination of the Contract and forfeiture of all security for performance. In case of penalty for delay, decision of Municipal Commissioner shall be considered final & binding upon the Contractor.

**GC-21 FORFEITURE OF SECURITY DEPOSIT :**

Whenever any claim arises against the Contractor for the payment of a sum of money out of or under the Contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, the Security Deposit of the Contractor. In case the Security Deposit is insufficient, the balance recoverable shall be deducted from any sum then due or which at any time thereafter, may become due to the Contractor, the Contractor shall pay to the Owner on demand any remaining balance due.

**GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT :**

In any case, in which under any clause or clauses of the Contract, the Contractor shall have forfeited the whole of his Security Deposit or have committed a breach of any of the terms contained in this Contract, the Owner shall have power to adopt any of the following courses as he may deem best suited to his interest :

22.01. To rescind the Contract of which Rescission Notice in writing to the Contractor under the hand of the Owner shall be conclusive evidence. In which case, the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Owner.

22.02. To employ labor and to supply Materials : to carry out the balance Work debiting Contractor with the cost of labor employed and the cost of Materials : supplied for which a certificate of the Engineer-in-Charge shall be

final and conclusive against the Contractor, and an additional amount equal to Ten per cent ( 10 % ) of the above costs shall be recovered to cover all departmental charges, and crediting him with the value of Work done at the same rates as if it has been carried out by the Contractor under the terms of his Contract. The certificate of Engineer-in-Charge, as to the value of the Work done shall be final, conclusive & binding to the Contractor.

- 22.03. To measure up the Work of the Contractor and to take such part hereof as shall be unexecuted out of his hand to give it to another Contractor to complete. In this case, the excess expenditure incurred than what whole have been paid to the original Contractor, if the Work would had been executed by him, shall be deducted from any money due to him by the Owner under the Contract for the excess expenditure, the certificate of the Engineer- in-charge shall be final and would conclusive & binding to the Contractor.

In the event any of the above course being adopted by the Owner, the Contractor 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 agreement so or made by advance on account of or with a view to the execution of the Work for the performance of the Contract. In such case the Contractor shall not be entitled to recover or be paid by sum for any Work actually performed under this Contract unless the Engineer-in-Charge shall certify in writing the performance of such Work and the value payable in respect thereof and the shall only be entitled to be paid the value so certified. In the event of the Owner putting in force the powers as stated in a, b, c, above vested in him under the preceding clause, he may, if he so desire, take possession of all or any tools and plant, Materials : and stores in or upon the Work or the site thereof belonging to the Contractor, or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his representative requiring him to remove such tools plant Materials : or stores from the premises within the time specified in the notice and in if the Contractor fails to comply with any such notice, the Engineer-in-Charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the Contractor and his risks in all respects without any further notice as to the date, time to place of the sale and the certificate of Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the Contractor.

**GC-23 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF THE WORK :**

If at any time from the commencement of Work, the Owner shall for any reasons whatsoever not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of Work in full, but which he did not derive in consequence of the full amount of the Work not having been carried neither shall he have any claim for compensation by reason if any alternations having been made in original Specifications, drawings, designs and instructions which shall involve any curtailment of the Work as originally contemplated. When the Contractor is a partnership firm, the prior approval in writing of the S.M.C. shall be obtained before any change is made in the constitution of the firm, where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub-Contractor enters into any Agreement with other parties where under the reconstituted firm would have the right to carry out the



Work hereby undertaken by the Contractor. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of sub-letting clause hereof and the same action may be taken and the same consequence shall ensue as provided in the sub-letting clause.

**GC-24 IN EVENT OF DEATH OF CONTRACTOR :**

Without prejudice to any of the right or remedies under the Contract, if the Contractor dies, the Owner shall have the option of terminating the Contract without compensation to the Contractor.

**GC-25 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :**

No official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the Contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

**GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :**

The Contractor shall not be entitled to any increase on the Schedule of rates or any other rights or claims whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

**GC-27 CONTRACTOR'S OFFICE AT SITE :**

The Contractor shall provide and maintain an office cum store at the site for the accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notice or other communications.

**GC-28 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :**

1. The Contractor on award of the Work shall name and depute a qualified Engineer, having experience of carrying out Work of similar nature, to whom equipment, Materials ;, if, any, shall be issued and instructions for Work given. The Contractor shall also provide to the satisfaction of Engineer in-charge sufficient and qualified staff to superintend the execution of the Work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to a supervise the type of Work comprised in the Contract in such manner as shall ensure Work of the best quality and expeditions Working, it, in the opinion of the Engineer- in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub - Contractors, it any shall provide competent and efficient supervision over the Work entrusted to them.
2. If and whenever any of the Contractor's or sub-contractor agents, sub-agents, assistance, foremen or other employees shall, in the opinion of Engineer-in-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in opinion of the Owner or Engineer-in-Charge, it is undesirable for administrative or any other reason for person or persons to be employed in the Works, the Contractor, if so directed by the Engineer-in-Charge, shall at once remove person or persons from employment thereon. Any person or persons so removed shall not again be employed in connection with the Work without the written permission of the Engineer-in- charge. Any person so removed from the work shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Shall the Contractor be required to repatriate any person removed from the Work he shall do so and shall bear all costs in connection therewith.
3. The Contractor shall be responsible for the proper behavior of all the staff, foremen, Workmen and others shall exercise proper control over them and in particular and without prejudice to the same. Generally, the Contractor shall be bound to prohibit, and

prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.

4. If and required by the Owner, the Contractor's personnel entering upon the Owner's premises shall be properly identified by badges of a type acceptable to the S.M.C. which must be worn at all times on Owner's premises.

#### **GC-29 TERMINATION OF SUB-CONTRACTOR BY OWNER :**

If any sub-Contractor engaged upon the Work at the site executes any Work which in the opinion of Engineer-in-Charge is not in accordance with the Contract documents, the S.M.C. may be give written notice to the Contractor and request him to terminate such sub-Contract and the Contractor upon the receipt of such notice shall terminate such sub-Contract and the letter shall forthwith leave the Work failing which the Owner shall have the right to remove such sub-Contractors from the site.

No action taken by the Owner under the above clause shall relieve the Contractor of his liabilities under the Contract or give rise to any right to compensation, extension of time or otherwise.

#### **GC-30 POWER OF ENTRY :**

If the Contractor shall not commence the Work in the manner previously described in the Contract documents or if he shall, at any time, in the opinion of Engineer-in-Charge.

- (i) Fail to carry out Work in conformity with the documents or
- (ii) Fail to carry out the Work in accordance with the time schedule or
- (iii) Substantially suspend Work or the Work for a period of fourteen days without authority from Engineer-in-Charge or
- (iv) Fail to carry out and execute the Work to the satisfaction of the Engineer-in-Charge or
- (v) Fail to supply sufficient or suitable construction plant temporary Works, labor Materials : or things or
- (vi) Commit breach of any other provisions of the Contract on his part to be performed or observed or persist in any of the above mentioned breached of the Contract for fourteen days after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied or
- (vii) Abandon the Work or
- (viii) During the continuance of the Contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The Owner shall have the power to enter upon the Work and take possession thereof and of the Materials :, temporary Works, constructional plant and stock therein, and to revoke the Contractor's license to use the same and to complete the work by his agents, other Contractor or Workman or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any Materials :, temporary Works, constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said Materials : other than such as may be certified in written by the Engineer-in-Charge to be reasonable and without making any payment or allowance to the Contractor for the use of said temporary Works, constructional plant and stock or being liable for any loss or damage thereto. If the

Owner shall be reason of his taking possession of the Work or of the Work being got completed by other Contractor incur excess certified by the Engineer-in-Charge shall be deducted from any money which may be due for the Work done by the Contractor under the Contract and not paid for. Any deficiency shall forthwith be made good and paid to the Owner by the Contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, Materials : etc. constructed by or belonging to and recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

**GC-31 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES :**

Without repugnance to any other condition, it shall be the responsibility of the Contractor executing the Work to work in close co-operation and co-ordinate the Work with other Contractors or their authorized representative and the Contractor shall put a joint scheme with the concurrence of other Contractors showing the arrangements for carrying his portion of the Work to the Engineer-in-Charge and get the approval. The Engineer-in-Charge before approving the joint scheme shall call the parties concerned and modify the scheme if required. No claim shall be entertained on account of the above. The Contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or locally constituted authorities or public bodies which may be applicable from time to time to work or any temporary Works. The Contractor shall keep the Owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations, etc.

**GC-32 OTHER AGENCIES AT SITE :**

The Contractor shall have to execute the Work in such place and condition where other agencies shall also be engaged for other Works, such as site grading, filling and leveling, civil and mechanical engineering Works, etc. No claim shall be entertained for Work being executed in the above circumstances.

**GC-33 NOTICES :**

Any notice under this Contract may be served on the Contractor or his duly authorized representative at the job site or may be served by registered post direct to the official address of the Contractor proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

**GC-34 RIGHT OF VARIOUS INTERESTS :**

The Owner reserves the right to distribute the Work between more than one Contractor. Contractor shall co-operate and afford reasonable opportunity to other Contractors for access to the Work for the carriage and storage of Materials : and execution of their Works.

Wherever the Work being done by any department of the Owner or by other Contractor employed by the Owner is contingent upon Work covered by this Contract, the respective rights of the various interests shall be determined by Engineer-in-Charge to secure the completion of various portions of the Work in general harmony.

**GC-35 PRICE ADJUSTMENT DUE TO VARIATION :**

Not applicable. **No Price Escalation shall be paid.**

**GC-36 TERMS OF PAYMENT :**

The payment of Bills shall be made progressively according to the rules and practice followed by the Municipal Corporation. The progressive payment unless otherwise provided in the Contract Agreement or sub-sequently agreed to by the parties, shall be made generally monthly or as required on submission of a bill in form of hard copy and soft copy by the Contractor through Project Management Consultant in prescribed form in an amount according to the value of the Work performed less the aggregate of previous progressive payments and as required by clause GC-10 herein.

All such progressive payment shall be regarded as payment by way of advance against final payment.

Payment for the Work done by the Contractor shall be based on the measurement at various stages of the Work, in accordance with the conditions at Clause GC-76 (Measurement of Work in Progress) Deposit).

**GC-37 PAYMENT DUE FROM THE CONTRACTOR :**

All costs, damages or expenses, for which under the Contract the Contractor is liable to the Municipal Corporation deducted by the MahanagarSevaSadan from any money due or becoming due to the Contractor under the Contract or from any other Contract with the Municipal Corporation or may be recovered by action at law or other-wise from the Contractor.

**GC-38 CONTINGENT FEE :**

38.01. The Contractor warrants that he has not employed any person to solicit or secure the Contract upon any Agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Municipal Commissioner the right to cancel the Contract or to take any other measure as the Municipal Commissioner may deem fit. The warranty does not apply to commissions payable by the Contractor to establish commercial or selling agent for the purpose of securing business.

38.02. No officer, employer of the Municipal Corporation be admitted to any share or part of this Contract or to any benefit that may rise there from.

**GC-39 BREACH OF CONTRACT BY CONTRACTOR :**

If the Contractor fails to perform the Work under the Contract with due diligence or shall refuse or neglect to comply with instruction given to him in by the Engineer-in-Charge accordance with the Contract, or shall contravene the provisions of the Contract, the S.M.C. may give notice in writing to the Contractor to make good such failure, neglect or contravention. Shall the Contractor fail to comply with such written notice within twenty eight (28) days or receipt, if the Municipal Commissioner shall think fit, it shall be lawful for the Municipal Corporation, without prejudice to any other rights, the Contractor may have under the Contract, to terminate the Contract for all part of the Works, and to make any other arrangements it shall deem necessary to complete the Work outstanding under the Contract at the time of termination. In this event Article GC-15 (Subletting of Work) and GC-16 (Sub-Contracts for Temporary Work etc.) hereof shall be invoked and the performance Bond shall immediately become due and payable to the Municipal Commissioner the value of the Work done on the date of termination and not paid for shall stand forfeited to the Municipal Corporation and the Municipal Corporation shall have free use of any work which the Contractor may have at the site at the time of termination of the Contract.

**GC-40 DEFAULT OF CONTRACTOR :**

40.01. The Municipal Corporation may upon written notice of default to the Contractor terminate the Contract in circumstance detailed here under :

40.02. If in the judgment of the Municipal Corporation the Contractor fails to make completion of Work within the time specified in the completion schedule or within the period for which extension has been granted by the Municipal Corporation /Engineer to the Contractor.

40.03. If in the judgment of the Municipal Corporation the Contractor fails to comply with any of the provisions of this Contract.

40.04. In the event the Municipal Commissioner terminates the Contract in whole or in part as provided in Article GC-48 (Termination of Contract), the Municipal Corporation reserves the right to purchase upon such terms and in such manner as it may deem appropriate, plant similar to that terminated and the Contractor shall be liable to the Municipal Corporation for any additional costs for such similar and / or for liquidated damages for delay until such reasonable time as may be required for the final completion of Works.

40.05. If this Contract is terminated as provided in this paragraph GC - 30 Power of entry) (1) the Municipal Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Municipal Corporation under any of the following cases in the manual and as directed by the Municipal Corporation.

40.06. Any partially completed information and Contract rights as the Contractor has Specifically produced or acquired for the performance of the Contract so terminated.

40.07. In the event the Municipal Corporation does not terminate the Contract as provided in the paragraph GC-48 (Termination of Contract) the Contractor shall continue performance of the Contract, in which case the shall be liable to the Municipal Corporation for liquidated damages for delay until the works are accepted.

#### **GC-41 BANKRUPTCY :**

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him, or compound with the creditors, or being the Municipal Corporation commence to be wound up, not being a member's Voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Owner shall be at liberty to either (a) terminate the Contract forthwith by giving notice in writing to the Contractor or to the receiver or liquidator or to any person or organization in whom the Contract may become vested and to act in the manner provided in Article GC-40 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in Work the Contract may become vested the option of carrying out the Contract subject to his providing a satisfactory guarantee for the due and faithfully performance of the Contract subject to his providing a satisfactory guarantee for the due and faithful performance of the Contract up to an amount to be agreed. In the event that the Municipal Corporation terminates the Contract in accordance with this article, the performance Bond shall immediately become due and payable on demand to Municipal Contractor.

#### **GC-42 OWNERSHIP :**

Work supplied pursuant to the Contract shall become the property of the Municipal Corporation from whichever is the earlier of the following times, namely, When the Work are completed pursuant to the Contract. (b) When the Contractor has been paid any sum to which he may become entitled in respect thereof pursuant to clause GC-36 (Terms of Payment). However, securing the installation/items shall be responsibility of contractor till handing over the site to SMC. SMC can not be made responsible for any damage/theft of material. In such cases, contractor shall have to produce/replace such items/works at his cost.

#### **GC-43 DECLARATION AGAINST WAIVER :**

The condonation by the Municipal Corporation of any breach of breaches by the stipulations and conditions contained in the Contract shall in no way prejudice or effect to the constructed as a waiver of the Municipal Corporation rights, powers and remedies under the Contract in respect of any breach or breaches.

#### **GC-44 LAWS GOVERNING THE CONTRACT :**

The Contract shall be constituted according to and Subject to the laws of India and the State of Gujarat and under the jurisdiction of the courts of Gujarat at Surat.

#### **GC-45 OVERPAYMENT AND UNDERPAYMENT :**

Whenever any claim for payment of a sum to the Municipal Corporation arises out of or under this Contract against the Contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the

Contractor under this Contract and failing that under any other Contract with the MahanagarSevaSadan or from any sum due to the Contractor with the Municipal Corporation (which may be available with Municipal Corporation), or from his retention money, or he shall pay the claim on demand. The MahanagarSevaSadan reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected.

If as a result of such audit and technical examination any over payment is discovered in respect of any Work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Municipal Corporation from the Contractor by way of all the means prescribed above or if any under payment is discovered by the Municipal Corporation any amount due to the Contractor under this Contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor from him to the Municipal Corporation on any other Contract account whatsoever.

#### **GC-46 SETTLEMENT OF DISPUTES :**

Except or otherwise Specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Engineer, subject to a written appeal by the Contractor to the Engineer, and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this Contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (a).

##### **(a) DISPUTE OR DIFFERENCES TO BE REFERRED TO:**

If at any time, any question, disputes or differences of any kind whatsoever shall arise between Engineer and the Contractor upon or in relation to or in connection with this Contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer.

The question or difference shall be settled by the Municipal Commissioner who shall state his decision in writing and give notice of same to the Engineer and to the Contractor. Such decision shall be final & binding upon both parties to the Contract and Work on Contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any Judicial proceeding. Shall the Municipal Commissioner fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the Contractor is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to court of law subject to SURAT JURIDICTION .

#### **GC-47 DELETION OF ARBITRATION CLAUSE :**

Arbitration word or clause shall be considered deleted, wherever written in the whole tender.

#### **GC-48 TERMINATION OF THE CONTRACT :**

48.01. If the Contractor finds it impracticable to continue operation owing to Force Majeure reasons or for any reason beyond his and/or the Municipal Commissioner find site impossible to continue operation when prompt notification in writing shall be given by the party affected to the other.

48.02. If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations can not be resumed within six(6) months the party shall have the right to terminate the Contract upon Ten (10) days written notice to the

other. In the event of such termination of the Contract, payment to the Contractor shall be made as follows :

- 48.03. The Contractor shall be paid for all Work approved by the Engineer and for any other legitimate expenses due to him. b) If the Municipal Commissioner terminates the Contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any Work done during the said Six (6) months period including any financial commitment made for the proper performance of the Contract and which are not reasonable defrayed by payment under (a) above;
- 48.04. The Municipal Commissioner also release all bonds and guarantees at its disposal except is cause where the total amount of payments made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within Sixty (60) days after termination and the Municipal Commissioner thereafter shall release all bonds and guarantees, shall the Contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.
- 48.05. On the termination of the Contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Municipal Corporation with respect to completion, safeguarding or storing of Materials : procured for the performance of the Contract and the salvage and resale thereof.

#### **GC-49 CHANGES IN CONSTITUTION :**

Where the Contractor is a partnership firm, the prior approval in writing of the Municipal Commissioner shall be obtained any change is made in the constitution of the firm. Where the Contractor is an individual or an undivided family business concern such approval as aforesaid shall like wise be obtained before the Contractor enters into any partnership Agreement where under the partnership firm would have the right to carry out the Work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained the Contract shall be deemed to have been assigned in contravention of Article thereof.

#### **GC-50 SUB-CONTRACTUAL RELATIONS :**

All Work performed for the Contract by sub-Contractor shall be pursuant to an appropriate Agreement between the Contractor and sub-Contractor which shall contain provisions to :

- a) Protect and preserve the rights of the Municipal Corporation and the Engineer with respect to the Work to be performed under the sub-Contract so that the sub-Contractor thereof shall not prejudice such rights.
- b) Require that such Work be performed in accordance with requirements of the Contract documents.
- c) Require under such Contract of which the Contractor is a party, the submission to the Contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub Contracted portions of the Work in sufficient time, that the Contractor may apply for payment and comply in accordance with the Contract Documents for like claim by the Contractor upon the Municipal Corporation
- d) Waive all rights the Contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds so such insurance held by the Municipal Corporation as trustee and,
- e) Obligate each sub-Contractor Specifically to consent to the provisions of this Article.

**GC-51 LIEN :**

If, at any time, there shall be evidence of any lien or claim for which Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim or if such lien or claim be valid the Owner may be or become due and payable to the Contractor. If any lien or claims remaining, unsettled after all payments are made, the Contractor shall refund or pay to the Owner all money that the latter may be compelled to pay in discharging such lien or claim including all cost and reasonable expenses.

**GC-52 EXECUTION OF WORK :**

The whole Work shall be carried out in strict conformity with the provisions of the Contract Documents, detailed drawings, Specifications and the instructions of the Engineer-in-Charge from time to time. The Contractor shall ensure that the whole Work is executed in the most substantial, proper and best Workmanship : using Materials : of best quality in strict accordance with the Specifications to the entire satisfaction of the Engineer-in-charge.

**GC-53 WORK IN MONSOON :**

When the Work continues in monsoon, the Contractor shall maintain minimum labor force required, for the Work and plan and execute the work and erection Work according to the prescribed schedule. No extra rate shall be considered for such Work in monsoon. During monsoon and entire constructing period the Contractor shall keep the site free from water at his own cost.

**GC-54 WORK CLOSED ON SUNDAYS & HOLIDAYS & BETWEEN SUNSET & SUNRISE :**

No Work shall be carried out on Sundays and Corporation Holidays and no Work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-Charge in writing previously obtained and with holding such permissions shall be no ground of complaint on the part of Contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

**GC-55 DRAWING TO BE SUPPLIED BY THE OWNER :**

The drawings attached with the Tender Document shall be for general guidance of the Contractor to enable him to visualize the type of Work contemplated and scope of Work involved. Detailed Working drawings according to which the Work is to be done shall be furnished from time to time as the Work progresses. The Contractor shall study the drawings thoroughly in connection with other connected details and discrepancy if any bring to the notice of the Engineer-in-Charge before actually carrying out the Work.

**GC-56 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :**

Where drawings, date are to be furnished by the Contractor they shall be as enumerated in special condition of Contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be the Contractor's responsibility to have these drawings got approved before any Work is taken up with regard to the same.

Any changes becoming necessary in these drawings during the execution of the Work shall have to be carried out by the Contractor at no extra cost.

All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Engineer-in-charge.



**GC-57 SETTING OUT WORK :**

The Contractor shall set out the Work on the site handed by the Engineer-in-Charge and shall be responsible for the correctness of the same. The Work shall be carried out to the entire satisfaction of Engineer-in-Charge. The approval thereof or partaking by Engineer-in-Charge in setting out Work shall not relieve Contractor of any of his responsibilities. The Contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging, rods, strings and other materials : and laborers required for proper setting out of the Work. The Contractor shall provide, fix and be responsible for the maintenance of all stakes, temples level marks profiles and similar other things and shall take and necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence for such removal or disturbance. The Contractor shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Center line marks either existing or fixed by the Contractor. The Center, longitudinal or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the theodolite. The Work shall not be started unless the setting out is checked by Engineer-in-Charge in writing but such approval shall not relive the Contractor of his responsibilities. The Contractor shall provide all Materials :, labor and other facilities necessary for checking at his own cost.

**GC-58 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK :**

The Contractor shall be entirely and exclusively responsible for the correctness of every part of the Work and shall rectify completely and errors thereon at his own cost when so instructed by Engineer-in-Charge.

**1. Materials : to be supplied by Contractor :**

Contractor shall procure and provide all the Materials : required for the execution and maintenance of Work including all tools, tackle and equipment except the Materials : to be supplied by the Owner detailed in the Contract documents and for the transport thereof, Owner, shall made recommendations to the respective authorities if designed by the Contractor but assumes no responsibility or any nature. Owner shall insist for procurement of Materials : with ISI Marks supplied by reputed firms on the DGS & D List.

2. If however the Engineer-in-Charge feels that Work is likely to be delayed due to Contractor's inability to procure the Materials :, the Engineer-in-Charge shall have the right to procure Materials : from the market and the Contractor shall accept these Materials : at the rates decided by Engineer-in-Charge

**GC-59 MATERIALS : TO BE SUPPLIED BY THE OWNER :**

1. If the Contract provides certain Materials : or stores to be supplied by the S.M.C. such Materials : and stores shall be transported by the Contractor at his cost from S.M.C.'s stores or Railway Station. The sum due from Contractor for the value of Materials : supplied by the Owner shall be recovered from the R.A.Bill on the basis of actual consumption of Materials : in the Work covered and for which R.A.Bill has been prepared. After completion of the Work Contractor has to account for the full quantity of Materials : supplied to him.
2. The value of store Materials : supplied by the S.M.C. to the Contractor shall be charged at rates shown in the Contract document and in case any other material not listed in the schedule of Materials : is supplied by the S.M.C., the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All Materials : so supplied shall remain the property of the Owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of

Work or termination of Contract shall be returned to S.M.C.'s store or any other place as directed by the Engineer-in-Charge in perfectly good condition at Contractor's cost.

**GC-60 CONDITIONS OF ISSUE OF MATERIALS : BY S.M.C. :**

- a) The Materials : specified to be issued by the Owner to the Contractor shall be issued by the S.M.C.'s store and all expenses for its shifting to site shall be borne by the Contractor. The Materials : shall be issued during Working hours and as per rules of S.M.C.. from time to time.
- b) Contractor shall bear all expenses for storage and safe custody at site of Materials : issued to him before use in Work.
- c) Material shall be issued by the S.M.C. in Standard sizes as obtained from manufacturer.
- d) Contractor shall construct suitable godowns at site for storing the Materials : to protect the same from damage due to rain, dampness, fires, theft etc.
- e) The Contractor shall take the delivery of the Materials : issued by the S.M.C. after satisfying himself that they are in good conditions. Once the Materials : are issued, it shall be the responsibility of the Contractor to keep them in good condition and in safe custody. If the Materials : get damaged or if they are stolen, it shall be the responsibility of the Contractor to replace them at his according to the instructions of the Engineer-in-Charge.
- f) For delay in supply or for non supply of Materials : to be supplied by the S.M.C., on account of natural calamities, act of enemies, other difficulties beyond the control of the S.M.C., the S.M.C. carries non-responsibilities. In no case the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.
- g) None of the Materials : issued to the Contractor, shall be used by the Contractor for manufacturing items which can be obtained from manufacturer. The Materials : issued by the Owner shall be used for the Work only and no other purpose.
- h) Contractor shall be required to execute indemnity bond in the prescribed form for the same custody and account of Materials : issued by the Owner.
- i) Contractor shall furnish sufficiently in advance a Statement of his requirements of quantities of Materials : to be supplied by the S.M.C. and the time when the same shall be required for the Work, so as to enable Engineer-in-Charge to make arrangements to procure and supply the Materials :
- j) A daily account of Materials : issued by the Owner shall be maintained by the Contractor showing receipt, consumption and balance in head in the form laid down by Engineer-in-Charge with all connected paper and shall be always available for inspection in the site office.
- k) Contractor shall see that only the required quantities of Materials : are got issued and no more. The Contractor shall be responsible to return the surplus Materials : in good condition at S.M.C.'s store at his own cost.

**GC-61 MATERIALS : PROCURED WITH ASSISTANCE OF THE OWNER :**

Notwithstanding anything contained to the contrary in any of the clauses of this Contract, where any Materials : for the execution of the Contract are procured with the assistance of the S.M.C. either by issue from S.M.C. stock or purchase made under orders or permits or licenses issued by the Government, the Contractor shall hold the same Materials : as trustees for Owner and use such Materials : economically and solely for the purpose of Contract and not dispose them off without the permission of S.M.C. and return, if required by Engineer-in-Charge, all surplus or not serviceable Materials : that may be left with him after the completion of the Contract or at its termination for any reason whatsoever on his being paid or credited such prices as Engineer-in-Charge shall determine having due regard to the conditions of the Materials : The price allowed to Contractor shall not exceed the amount charged to him excluding the storage charges if any. The decision of Engineer-in-Charge shall be final and

conclusive in such matters. In the event of breach of the aforesaid condition, the Contractor shall in terms of license of permits and/or for criminal breach of trust be liable to compensate S.M.C. at double rate or any higher rates. In the event of these Materials : at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-in-Charge and his decision shall be final and conclusive.

**GC-62 MATERIALS : OBTAINED FROM DISMANTLING :**

If the Contractor, in the course of execution of Work is called upon to dismantle any part for reasons other than on account of bad or imperfect Work, the Materials : obtained from dismantling shall be the property of the S.M.C. and shall be disposed of as per instruction of Engineer-in-Charge in the best interest of the S.M.C.

**GC-63 ARTICLE OF VALUE OR TREASURE FOUND DURING CONSTRUCTION :**

All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which shall be found in under or upon site shall be the property of the Owner and the Contractor shall property preserve the same to the satisfaction of Engineer-in-Charge and shall hand over the same to the Owner.

**GC-64 DISCREPANCIES BETWEEN INSTRUCTIONS :**

If there is any discrepancy between the various stipulations of the Contract documents of instructions to the Contractor or his authorized representative or if any doubt arises as in the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-in-Charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy, shall in any event be admissible.

In case there is any discrepancy in measurements showing drawing and Specifications, the same shown in drawing shall be considered as final and shall be binding upon the Contractor.

**GC-65 SCHEDULE OF QUANTITIES AND EXTRA ITEMS :**

**A. Schedule of Quantities :**

Variations in the quantities of Work in schedule of quantities shall not vitiate the Contract. The rates quoted for the individual items shall apply for the quantities of Work increased or decreased by not more than thirty percent for each of the items. If the quantities of Work actually involved under any item vary by more than thirty (30%) percent, the rate for such item of Work shall be revised in accordance with the procedures indicated under clause "Extra Items". The payment for the items shall, however, continue to be at the original rate till the revised rate decided.

**B. Extra Items :**

Extra Items of the work shall not vitiate the Contract. The Contractor shall be bound to execute extra items of Work as directed by the Engineer-in-Charge. The rates for extra items shall be derived from the latest S.O.R. of R & B / GWSSB adding the quoted/sanctioned premium of the tender. If the rate of extra item is not available in S.O.R., it will be derived by SMC as per prevailing market rate / sanctioned rates elsewhere in Surat Municipal Corporation and no premium shall be paid on the rates in such cases.

**GC-66 ACTION WHEN NO SPECIFICATION IS ISSUED :**

In case of any class of Work for which no Specification is supplied by the S.M.C. in the Tender Document, such Work shall be carried out in accordance with I.S.S. and if I.S.S. do not cover the same, the Work shall be carried out as per standard Engineering practice subject to the approval of Engineer-in-Charge.

**GC-67 ABNORMAL RATES :**

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all Specifications and conditions of

Contract. This shall avoid loss of profit or gain in case of curtailment or change or Specification for any item. In case it is notice that the rates quoted by a Tenderer for any item is usually high or unusually low, it shall be sufficient cause for rejection of tender unless the S.M.C. is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to the furnishing by the Tenderer or demand.

**GC-68 ASSISTANCE TO ENGINEER-IN-CHARGE :**

Contractor shall make available to Engineer-in-Charge free of cost all necessary instruments and assistance in checking of any Work made by the Contractor for taking measurement of Work.

**GC-69 TEST OF QUALITY OF WORK :**

1. All Workmanship : shall be of the best kind described in the Contract document and in accordance with the instructions of Engineer-in-Charge and shall be subjected from time to time to such test at Contractor's cost as the Engineer-in-Charge may directed at the place of manufacture of fabrication or on site or at any such place. Contractor shall provide assistance, instruments labor and Materials : as are normally required for examining measuring and testing any Work Workmanship : as may be selected and required by Engineer-in-Charge.
2. All tests shall be necessary in connection with the execution of Work as decided by Engineer-in-Charge shall be carried out at an approved laboratory at Contractor's cost.
3. The Contractor shall furnish to Engineer - in - charge for approval when requested or if required by the Specification adequate samples of all Materials : and finished goods to be used in Work and sufficiently in advance to permit test and examination thereof. All Materials : furnished and finished goods applied in Work shall be exactly as per the approved samples.
4. All the testing charges shall be borne by the Contractor.

**GC-70 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :**

If it shall appear to the Engineer-in-Charge that any Work has been executed with Materials : of inferior description, or quality or are unsound or with unsound imperfect or unskilled Workmanship : or otherwise not in accordance with the Contractor shall, no demand in writing from Engineer-in-Charge or his authorized representative specifying the Work, Materials : or articles compained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the Work, specified and in the event of failure to do so within a period to be specified by Engineer- in-charge in his aforesaid demand, Contractor shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of Work for every Ten (10) days limited to a maximum of Ten (10%) Percent of the value of Work while his failure to do so continue and in the case of any such failure the Engineer-in- charge may on expiry of the notice period rectify and remove and re-execute the Work or remove and replace with other at the risk and cost of the Contractor. The decision of the Engineer-in- charge as to any question arising under this clause shall be final and conclusive.

**GC-71 SUSPENSION OF WORK :**

Contractor shall, if ordered in writing by Engineer-in-Charge or his representative temporarily suspended the Work or any part thereof for such time (not exceeding two months) as ordered and shall not after receiving such written order proceed with the Work until he shall have received a written order to proceed therewith the Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of Work as aforesaid. An extension of time for completion of Work shall be granted to the Contractor corresponding to the delay caused by such suspension of Work if

the applied for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.

**GC-72 OWNER MAY DO PART OF THE WORK :**

When the Contractor fails to comply with any instructions given in accordance with the provisions of this Contract, the S.M.C. has the right to carry out such parts of Work as the S.M.C. may designate whether by purchasing Materials : and engaging labor or by the agency of another Contractor. In such case the S.M.C. shall deduct from the amount which otherwise might become due to Contractor the cost of such Work and Materials : with Ten (10%) percent added to cover all departmental charges and shall the total amount thereof exceed the amount due to Contractor, Contractor shall pay the difference to S.M.C.

**GC-73 POSSESSION PRIOR TO COMPLETION :**

The Engineer-in-Charge shall have the right to take possession of or to use any completed or partly completed Work or part of Work, such possession or use shall not be deemed to be an acceptance of any Work completed in accordance with the Contractor. If such prior possession or use by Engineer-in-Charge delays the progress of Work, equitable adjustment in the time of completion shall be made and the Contract shall be deemed to be modified accordingly.

**GC-74 SCHEDULE OF RATES :**

1. The price/rates quoted by the Contractor shall be remain firm till the issue of final certificate and shall be subject to price ADJUSTMENT CLAUSE GC-35. Schedule of rates shall be deemed to include and cover all costs expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handling over the work to Owner by Contractor. Contractor shall be deemed to have known the nature, scope, magnitude and the extent of Work and Materials : required through Contract documents may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of Work and Materials : as may be reasonable and necessary to completion Work. The opinion of Engineer-in-Charge as to the item of Work shall be final and binding on Contractor although the same may be not shown on or described Specifically in Contract documents.
2. The Schedule of rates shall be deemed to include and cover the cost of all temporary Work, Materials :, labor and all other Materials : in connection with each item in schedule of rates and the execution of Work or any portion thereof furnished complete in every respect and maintained as shown or described in the Contract document or as may be ordered in writing during the continuance of the Contract.
3. The Schedule of rates shall be deemed to include and cover the cost of all royalties and free for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with Work, also all royalties, and other payments in connection with Materials : of whatsoever kind for Work and shall include an indemnity to-Owner which Contractor hereby gives against all action, proceeding, claims, damages, costs and expenses arising from the incorporation in use of Work of any such articles, processes or Materials : Octroi of other Municipal or Local Board charges if levied on Materials : equipment of machineries to be brought to site for use on Work shall be borne by the Contractor.
4. No exemption or reduction of custom duties excise duties, sales-tax or any other taxes or charges of the Central or State Government any local body whatsoever shall be granted to obtained. All of such expenses shall be deemed to have been included

- in and covered by schedule of rates. Contractor shall also obtained and pay for all permits or other privileges necessary to complete Work.
5. The schedule of rates shall be deemed to include and cover risk on account of delay or interference with Contractor's conduct of Work which may occur from any cause including orders of S.M.C. in the exercise of his power and no account of extension of time granted due to various reasons.
  6. For Work under unit rate basis no alteration shall be allowed in the schedule of rates by reason of Work or any part of them being field, altered extended, diminished or omitted.

**GC-75 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS :**

1. All measurements shall be in metric system. All the Work in progress shall be jointly measured by the representative of Engineer-in-Charge and Contractor's authorized agent. Such measurements shall be got recorded in the measurement book by the Engineer or his authorized representative and signed by Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present when even required by the Engineer-in-Charge for taking measurements for any reasons whatsoever, the measurement shall be taken by the Engineer - in - charge or his authorized representative notwithstanding the absence of Contractor and these measurement shall be deemed to be correct and binding on Contractor.
2. Contractor shall submit a bill in approved proforma in duplicate to the Engineer-in-Charge of the Work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-Charge shall verify the bill and the claim, far as admissible, adjusted if possible, within 10 days of presentation of the bills.

**GC-76 RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES :**

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled Work to be removed and taken away and reconstructed or to be considered as an admission of the due performance of Contractor or any part thereof.

**GC-77 NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :**

If the Contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of Work, he shall forthwith give notice in writing to the Engineer-in-Charge about his extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge within Ten (10) days from the happening of any event upon which Contractor basis such claims and such notice shall contain full particular of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No commission by S.M.C. to reject any such claim and no delay in dealing therewith shall be waiver by S.M.C. of any rights in respect thereof.

**GC-78 PAYMENT OF CONTRACTOR'S BILL :**

1. The price to be paid by the S.M.C. to Contractor for the Work to be done and for the performance of all the obligations under taken by the Contractor under Contract shall be based on the Contract price and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-charge.
2. No payment shall be made for Work costing less than Rs.5,000.00, till the Work is completed and a certificate of completion given. But in case of Work estimated to cost more than Rs. 5,000.00, Contractor, on submitting the bill thereof, shall be entitled

to receive a monthly payment, proportionate to the part thereof, approved and passed by Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against Contractor.

This payment shall be made after making necessary deductions as stipulated elsewhere in the Contract documents for Materials ;, security deposit, etc. The payment shall be released to the Contractor within Thirty ( 30 ) days of submission of the bill in case of running bill and within two (02) months in case of final bill. Contractor shall present the bill in duly approved performa in hard copy and soft copy through Project Management Consultant or directly Surat Municipal Corporation where Project Management Consultant is not appointed.

Payment due to Contractor shall be made by the by crossed Accounts payee cheque in Indian currency forwarding the same to the registered office of the Contractor. Owner shall not be responsible if the cheque is mislaid or misappropriated by unauthorized person.

#### **GC-79 FINAL BILL :**

The final bill shall be submitted by the Contractor within two ( 02 ) months of the date of physical completion of Work, otherwise the Engineer-in-Charge certificate of the measurement and of total amount payable for the Work shall be finalized binding on all parties.

#### **GC-80 RECEIPT FOR PAYMENT :**

Receipt for payment made on account of Work when executed by a firm must be signed by a person holding power of attorney in this respect on behalf of Contractor except when described in the tender as a limited company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the Company.

#### **GC-81 COMPLETION CERTIFICATE :**

1. When the Contractor fulfill his obligation as per terms of Contract he shall be eligible to apply for completion certificate. Contractor may apply for separate completion certificate in respect of each such portion of Work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-Charge shall normally issue to Contractor the completion certificate within 3 ( Three) month after receiving an application thereof from Contractor after verifying from the complete documents and satisfying himself that Work has been completed in accordance with and as set out in the construction and erection drawings and the Contract document. Contractor after obtaining the completion certificate is eligible to present the final bill for Work executed by him under the terms of Contract.

2. Within 3 (Three) month of completion of Work in all respect Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion but no certificate shall be given nor shall Work be deemed to have been executed, until all (1) scaffolding, surplus Materials : and rubbish is clearing off site completely (2) until Work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive and (3) until all the temporary Works, labor and staff colonies etc. constructed are removed and the Work site cleaned to the satisfaction of the Engineer-in-Charge. If Contractors shall fail to comply with the requirements as aforesaid or before date fixed for the completion of Work, the Engineer-in-Charge may at the expenses of Contractor remove such scaffolding, surplus Materials : and rubbish and dispose of the same he thinks fit.
3. The following documents shall form the completion documents :
  - (a) Technical documents according to which Work was carried out.

- (b) Construction drawings showing therein the modifications and corrections made during the course of execution signed by Engineer-in-Charge.
  - (c) Completion certificate for "Embedded" or "Covered" up Work.
  - (d) Certificate of final levels as set out for various Works.
  - (e) Material appropriation statement for the Materials : issued by Owner for Work and list of surplus Materials : returned to S.M.C.'s store duly supported by necessary documents.
4. Upon expiry of the period of defect liability and subject to Engineer-in-Charge being satisfied that Work has been duly maintained by Contractor during the defects liability period as fixed originally, or as external subsequently and the Contractor has in all respects made up by subsidence and performed all his obligations under Contract, the Engineer-in-charge shall (without prejudice to the rights of Owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-in-Charge notwithstanding previous entry upon and taking possession, Working or using of the same or any part thereof by Owner.

**Final Certificate only Evidence of Completion :**

Except the final certificate no other certificate or payments against a certificate or an general account shall be taken to be an admission by Owner of the due performance of Contract or any part thereof or of occupancy validity of any claim by the Contractor.

**GC-82 TAXES, DUTIES, OCTROI, ETC. :**

The Contractor shall be liable to the payment of all the Central/ State/Local Bodie's Levies, taxes or duties etc. The S.M.C. shall neither bear it nor reimburse at any time but shall ensure deduction of Central/State/Local levies and taxes at Source at the rate provided under the relevant statutes from time to time in force. Further the Work Contract tax or sale tax shall be borne by the Contractor as per Rules and Regulations of Government.

Any increase or decrease in taxes/duties or imposition of any new taxes/duties shall be on account to the Corporation and such increase/decrease shall be paid/recovered to/from the Contractor on producing documentary evidences only. The Contractor shall be the sole responsible for payment of such incidentals to the concerned Government department which he has collected from the Corporation. This provision is limited for schedule-B of the tender.

If any service tax is levied by the Government during the course of execution of this Contract. It shall be reimbursed separately by S.M.C., provided the original receipt/proof for the amounts actually remitted by the successful tenderer to the competent authority which shall be intimated/submitted within 30 (Thirty) days form the date of payment.

**GC-83 INSURANCE :**

Contractor shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of Owner as follows :

**1. Employees State Insurance Act :**

Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees' State Insurance Act 1948, and Contractor further agree to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central or State Government of Local authority by reasons of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against Owner arising tender, growing out of or by reasons of the Work provided for by this Contract whether brought by employees of Contractor, by third parties or by Central or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration from and all forms which may be required in respect Contractor's or Sub-



Contractor's employees these aggregate remuneration is Rs. 400/- p.m. or less and who are employed in Work provided for or those covered by E.S.I from time to time under the Agreement. The Contractor shall deduct and secure the Agreement of the Sub-Contractor to deduct the employees' contribution as per the first Schedule of the Employees' State Insurance Act from wages. Contractor shall remit and secure the Agreement of Sub-Contractor to remit to the State Bank of India Employees' State Insurance Corporation Accounts, the employees contribution as required by the Act Contractor agrees to maintain all cares and record as required under the Act in respect of employees and payments and Contractor shall secure the Agreements of the sub-Contractors to maintain such records, any expenses incurred for the contributions or maintaining records shall be to Contractor's or sub- Contractor' account. Owner shall retain such sum as may be necessary from the Contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees' State Insurance Act 1948 have been paid.

**2. Workman's Compensation And Employees Liability Insurance :**

Insurance shall be effected for all Contractors employees engaged in the performance of this contract. If any part of Work is sublet, Contractor shall require the sub-Contractor to provide Workmans' compensation and employer's liability insurance which may be required by Owner.

**3. Other Insurance required under law or regulation by Owner :**

Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by Owner.

**GC-84 DAMAGE TO PROPERTY :**

1. Contractor shall be responsible for making good to the satisfaction of Owner any loss of and any damage to all structures and properties belonging to Owner or being executed or Procured by Owner or of other Agencies within the premises of all Work of Owner, if such loss or damage is due to fault and / or the negligence or shall full act or omission of Contractor, his employees, agent representatives or Sub-Contractors.
2. Contractors shall indemnify and keep Owner harmless of all claims for damage to properties other than S.M.C's property arising under or by reasons of this Agreement if such claims result from the fault and / or negligence or willful act of omission of Contractor, his employees, agents, representatives or sub-Contractors.

**GC-85 Labor LAWS AND REGULATIONS :**

1. The Contractor shall be responsible for the strict compliance of and shall ensure strict compliance by his sub Contractor employees and agents of all labors and others laws, rules or regulations having the force of law affecting the relationship of employer and employee between the Contractor/sub-Contractor and their respective employees.
2. No labor below the age of Fourteen (14) year be employed on Work.
3. Contractor shall pay to the labors engaged on Work according the law
4. The Contractor and sub-Contractors of the Contractor shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract labor Abolition and Regulation Act 1970, ) in so far as applicable) any and all such licenses, consents, Registration and / or other authorization as shall from time to time be or become necessary for relating to the execution of Work or any part of portion thereof or the storage or supply of any Materials : or otherwise in connection with the performance of the Contract and shall at all times observance by the sub- Contractors, employees and agents of all terms and conditions of the said licenses, consents, regulation and other authorization and laws, rules and regulations applicable thereto.

**GC-86 CONTRACTOR TO INDEMNIFY OWNER :**

1. The Contractor shall indemnify and keep indemnified the Owner and every member, officer and employee of Owner from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any Workman/ employee of the Contractor or any sub-Contractor and or from any liability and way to any Workman / employee of the Contractor or any sub-Contractor under any law, rule or regulations having the force of law, including but not limited to claims against the Owner under the Workman compensation Act 1923. The employees' Provident Funds Act 1952 and/or the Contract labor (Abolition and Regulations) Act, 1970.
2. Payment of claims and damages :  
If Owner has to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the cost incurred by the Owner shall be charged to and paid by Contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.
3. In every case in which by virtue of any provision applicable in the Workman's Compensation Act 1923 or any other Act, be obliged to pay compensation to Workman employed by Contractor the amount of compensation so paid, and without prejudice to the rights of S.M.C. under sec.(12) Sub-section (2) of the said Act, S.M.C. shall be at liberty to recover such amount from any surplus due to the Contractor or the Security Deposit. S.M.C. shall not be bound to contest any claim made under section (12) Sub-section (2) of the said Act except or written request of Contractor and upon the contesting of such claim.
4. The Contractor shall protect adjoining sites against structural decorative and other damages that could be caused to adjoining premises by the execution of these Work and made good at his cost, any such damage, so caused.

#### **GC-87 IMPLEMENTATION OF APPRENTICE ACT 1964 :**

The Contractor shall comply with the provisions of the Apprentice Act 1964 and the orders issued here under from time to time. If the fails to do so, it shall be a breach of Contract. Contractor shall also be liable for any particular liability arising on account of any violation of the provisions of the Act by him.

#### **GC-88 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS :**

The Contractor shall comply with all the rules and regulations of the local sanitary authorities or as framed by Owner from time to time for the protection of health and sanitary arrangements of all labor directly or indirectly employed on the Work of this Contract.

#### **GC-89 SAFETY CODE :**

##### **GENERAL :**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe Working conditions and shall comply with Owner's safety rules and set fourth herein.

##### **1. First Aid and Industrial Injuries:**

- 1.1 The Contractor shall maintain firstaid facilities for its employees and chose of his sub-Contractor.
- 1.2 The Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.
- 1.3 All injuries shall be reported promptly to Engineer- in-charge, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to Owner.

##### **2. General Rules :**

- 2.1 Carrying, striking, matches, lighters inside the project area & smoking within the job site is strictly prohibited Violators of smoking rules shall be discharged immediately. Within the operation area, not hot Work shall be permitted without valid gas safety, fire permits.

The Contractor shall also be held liable and responsible for all lapses of his sub-Contractors / employees in this regards.

3. **Scaffolding :**

- 3.1 Necessary scaffolding for the work shall entirely be in scope of contractor. And any changes made to present civil structure for scaffolding shall be brought in to original position by contractor after work is over.

4. **Maintenance of Safety Devices :**

- 4.1 All scaffolds,ladders and other safety devices mentioned or described herein shall be maintained in some conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near place or Work.

5. **Display or Safety Instructions :**

- 5.1 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the Work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

6. **Enforcement of Safety Regulations :**

- 6.1 To ensure effective enforcement of the rules and regulations relating safety precautions, the arrangements made by the Contractor shall be open to inspection by the welfare Officer, Engineer-in-Charge of safety Engineer of the Owner or their representatives.

7. **No Exemption :**

- 7.1 Notwithstanding the above clause 1.0 to 6.0 there is nothing to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India.
- 7.2 In addition to the above, the Contractor shall adhere by the safety code provision as per C.P.W.D. Safety Code framed from time to time.

**GC-90 ACCIDENTS :**

It shall be the Contractor's responsibility to protect against accidents on the Work. He shall indemnify the Municipal Corporation against any claim for damage or for injury to persons or property resulting from, and in the course of Work and also under the provision of the Workman's Compensation Act. On the inception of an accident arising out of the Work which results in death or which is so serious as to be likely to result in death, the Contractor shall within twenty four hours of such accident, report in writing to the Engineer-in-Charge, the facts stating clearly and is sufficient details the circumstances of such accident and the subsequent action. All accidents on the Work shall be promptly reported to the Engineer-in-Charge stating clearly and in sufficient details and facts and circumstances of the accidents and the action taken. In all cases the Contractor shall indemnify the Municipal Corporation against all loss of damage resulting directly or indirectly from and in the course of Work. This includes penalties or fine consequent of failure to give notice under the Workman's compensation Act or failure to confirm to the provisions of the said Act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the work men compensation Act including all modification thereof whether such compensation may become payable by the Contractor or by the Municipal Corporation as principal employer, the Engineer-in-Charge may retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Engineer-in-Charge be sufficient to meet such liability. On receipt of award from the labor commission in regard to quantum of compensation, the difference in amount shall be adjusted. If any necessity arises to log a Police case at the time of such incidence of accidents, contractor shall be responsible to do so.

**GC-91 WATER CHARGES :**

Contractor shall have to make his own arrangement for water.

**GC-92 SECURED ADVANCES :**

No Secured advances shall be paid.

**GC-93 TESTING OF EQUIPMENTS/ACCESSORIES**

SMC shall ask for the testing/inspection of different items of the tender. Testing of these items shall be carried out in presence of representative(s) of SMC and/or Third Party Inspector. All the expense of testing shall be borne by the contractor. Wherever testing is waived or not required, material or items shall be supplied with manufacturing test certificates.

**GC-96 SUBMISSION / COMPULSION BY CONTRACTOR:**

The Contractor registered with S.M.C. or any other Govt. organization is required to employ minimal technical staff as detailed in the certificate issued to him. If Contractor does not employ same technical staff over Work entrusted to him, shall submit photo-identity and education qualification of technical staff appointed at site.

"The Contractor shall have to keep the record of the laborers employed for the concerned Work. The Contractor shall provide attendance card, identification card, pay slip etc to the laborers employed. Further, the amount of E.S.I. & Provident Fund shall be deducted from the salary of the laborers employed and such amount shall invariably be deposited to the concerned Government Departments. In addition, the amount of social security under E.P.F. & M.P. act 1952 shall be recovered every month & such amount shall invariably be deposited directly to the concern Government Departments. In the same context, the details regarding such amount deposited to the concern Government Department and laborers employed shall be furnished to the office of West (Rander) Zone of S.M.C. every month. In case of failure, such amount shall be deducted/recovered from the running bill directly in accordance with the details given by Contractor regarding laborers employed and as per the prevailing rules of Government. In absence of detail, an adhoc suitable amount of the total amount of Work done shall be recovered directly from the running bills. On submission of evidence of recovery of such amount, the amount recovered/deducted shall be released in the next bill after due sanction of Competent Authority of S.M.C."

--s/d--

**Executive Engineer**

West (Rander) Zone

Surat Municipal Corporation

Seal & Signature of the bidder

(1)	General Description of the Work	:	<b>SETC of wiring works at various municipal properties under jurisdiction of West (Rander) Zone of SMC</b>
(2)	Estimated Cost	:	----
(3)	Earnest Money Deposit	:	<b>RS.50,000/-</b>
(4)	Security Deposit		
	(i) Initial Security Deposit	:	Rs. 2% of the Tender Value.
	(ii) To be deducted from R. A. Bills	:	-----
	Total Security Deposit	:	Rs. 2% of the Tender Value.
(5)	Time allowed for the completion of the Work from date fixed in Work Order Letter to commence	:	<b>01 (One) Year(Excluding Monsoon) or in limit of Rs.50,00,000/-</b>
(6)	Compensation for delayed Work	:	0.2 % (Zero point Two percent ) of the Tender Value per day, maximum up to 10 % ( Ten percent ) of the Tender Value for uncompleted portion of work
(7)	The progress of the Work shall confirm to the following schedule	:	-----
(8)	Defect Liability Period	:-	1 (One) year from the date of handing over each work to SMC
(9)	Electricity	:-	Shall be provided by SMC

--s/d--

**Executive Engineer**

West (Rander) Zone

Surat Municipal Corporation

Signature of the bidder :

### NOTES:

1. The work of establishing of new wiring works / modification-up gradation in existing wiring system is to be carried out at various municipal buildings under the jurisdiction and within the area limit of West (Rander) Zone of Surat Municipal Corporation as per requirement.
2. The work shall be carried out as per all the norms and their subsequent amendments framed by the concern Government authorities / departments.
3. The work / sub-works will be issued out as per the requirement issued by SMC. The contractor is bound to carry out the work as per the requirements and as per the site clearance received from the concern authority of respective municipal buildings.
4. In case of modification / alteration / up-gradation work, the scrap material will be the property of the contractor.
5. The contractor is bound to work as desired and instructed by SMC. No dispute on later stage related to work will be tolerated or entertained.
6. Following are the general norms, standards and specifications of respective work / item and are laid for general guideline only. However, the work shall be carried out as per applicable norms and suitable items.

**NOTE:** All the wiring work / main line shall be carried out with ZHFR / HRFR Copper wires only. Therefore, bidders are instructed to take a note of this point while quoting the rates. No dispute on later stage will be entertained.

### GENERAL SPECIFICATIONS FOR MATERIAL

#### Scope:

This section covers, definition of point wiring, system of wiring and supply, installation, connection, testing and commissioning of point wiring for light points, ceiling fan points, exhaust fan points, convenience socket outlet points, power socket outlet points, bell outlet points etc. including removal, fixing of light fixtures, ceiling fan, exhaust fan, wall fan, bell etc

#### Material specification & workmanship

##### Standards

Code of practice for electrical wiring installation system voltage not exceeding 650:	IS: 732
Code of practice for fire safety of buildings (general) electrical installation	: IS: 1646
Rigid steel conduits for electrical wiring	: IS: 1653
Fittings for rigid steel conduits for electrical	: IS: 2667
Flexible steel conduit for electrical wiring	: IS: 3480
Accessories for rigid steel conduits for	: IS: 3837
Pvc insulated cables (wires)	: IS: 694
Rigid non-metallic conduits for electrical wiring	: IS: 2509
Flexible (playable) non-metallic conduits for	: IS: 6946
Three pin plugs and sockets	: IS: 1293
Conductors for insulated electrical cables and	: IS: 8180
Specification for conduit for electrical installation	: IS: 9537--1980
Accessories for non-metallic conduits for electrical wiring	: IS: 3419
Switches	: IS: 3854
Plugs	: IS: 6538
Shunt capacitors for power systems	: IS: 2834-1954
HRC cartridge fuses and links up to 660 volts	: IS: 2208
General and safety requirement for lighting fittings	: IS: 1913-1969

Code of practice for lighting public thorough fares	: IS: 2944-1981
3 pin plug sockets	: IS -1293
Specification of conduits for electrical installation	: IS -8130
Guide for electrical layout in residential building Indian electricity act and rules	: IS-4648

### Rigid and flexible conduits:

All conduits shall be rigid pvc pipe having minimum wall thickness of medium gauge 1.5 to 1.8 approved by fia. & ISI and shall confirm to IS 9537.

Up to 38 mm. Diameter - minimum 1.8 mm. Wall thickness

Above 40 mm. Diameter - minimum 2.2 mm. Wall thickness

20, 25, and 32 mm diameter- minimum 1.5 mm wall thickness

Flexible conduits shall be formed from a continuous length of spirally wound interlocked steel strip with a fused zinc coating on both sides. The conduit shall be terminated in brass adapters.

### Accessories:

Pvc conduit fittings such as bends, elbows, reducers, chase nipples, split couplings, plugs etc. Shall be specifically designed and manufactured for their particular application. All conduit fittings shall conform to is: 2667-1964 and is: 3857-1966.

### Wires:

All wires shall be single core multi-strand / flexible copper **HRFR/ZHFR type PVC insulated** as per is: 694 and shall be 660 v\1100 v grade.

All wires shall be colour coded as follows:

Phase	colour of wire
R	Red
Y	Yellow
B	Blue
N	Black
Earth	Green (insulated)
Control (if any)	Grey

All off wires shall be same as phase wire

### Switches & sockets:

Switches shall be moulded plate type flush Modular type with silver-coated contacts.

Sockets shall be 3 pin with switch and plate type cover.

Combination of multiple switch units and sockets should be used to minimize the switch boxes.

All screws shall be brass – chromium plated and shall be counter sunk type with half round head or flat headed.

For heavy duty, metal clad sockets MCB/Isolator mounted in a galvanized steel box shall be provided.

### Workmanship

The size of conduit shall be selected in accordance with the number of wires permitted under table given below. The minimum size of the conduit shall be 25 mm. diameters unless otherwise indicated or approved. Size of wires shall not be less than 1.5 sq mm copper.

Nominal dia of wires	Nominal cross sec. Area	20 mm		25 mm		32 mm		38 mm	
(mm)	(mm <sup>2</sup> )	S	B	S	B	S	B	S	B
1/1.12	1.0	7		13	--	20	--	--	--
1/2.40	1.5	4		8	6	15	9	--	--
1/1.80	2.5	4		6	4	10	8	--	--
1/2.24	4	2		4	3	8	6	--	--

1/2.80	6	1		4	3	6	6	--	--
1/3.55	10	1	--	3	2	5	4	6	5

Note:

S: runs of conduits which have distance not exceeding 4.25 m. between draw boxes & which do not deflect from the straight by an angle more than 15 degree.

B: runs of conduits which deflect from the straight by more than 15°

### **Lighting & power wiring:**

All final branch circuits for lighting and appliances shall be flexible copper wire of appropriate size run inside conduits. The conduit shall be properly connected or jointed into sockets, bends, and junction boxes.

Branch circuit conductor sizes shall be as shown in the schedule of quantities and or drawings.

All circuits shall preferably be kept in a separate conduit up to the distribution board. No other wiring shall be bunched in the same conduit except those belonging to the same phase. Each lighting branch circuit shall not have more than ten outlets or 800 watts whichever is lower. Each conduit shall not hold more than three branch circuits, of the same phase.

Flexible cords for connection to appliances, fans and pendants shall be 650/1100 v grade (three or four cores i.e. With insulated neutral wire of same size) with tinned stranded copper wires, insulated, twisted and sheathed with strengthening cord. Color of sheath shall be subject to the engineer's approval.

Looping system of wiring shall be used. Wires shall not be jointed. Where joints are unavoidable, they shall be made through approved mechanical connectors. No such joints shall be made unless the length of the sub-circuit, sub-main or main is more than the length of the standard coil.

Control switches shall be connected in the phase conductors only and shall be 'on' when knob is down. Switches shall be fixed in 3 mm. Thick painted or galvanized steel boxes with cover plates as specified. Cadmium plated brass screws shall be used.

Power wiring shall be distinctly separate from lighting wiring. Conduits not less than 25 mm. And wires not less than 2.5 sq.mm. Copper or as required shall be used.

Every conductor shall be provided with identification ferrules at both ends matching the drawings.

### **Distribution Boards:**

Sub Distribution Board shall be double door type with extended loose wire box at the top and suitable for flush / surface installation. All Sub Distribution Boards shall be of three phases (415 Volts) or single phase (240 volts) type with incoming isolator or MCCB/MCB and/or ELCB as decided by engineer-in-charge. Sub Distribution Boards shall contain plug in or bolted type miniature circuit breaker mounted on bus bars. Miniature circuit breakers shall be quick make & quick break type with trip free mechanism. MCB shall have thermal & magnetic short circuit protection. MCB shall conform with IS 8828-1978. Bus bars shall be of electrolytic copper. Neutral bus bars shall be provided with the same number of terminals as there are single ways on the board, in addition to the terminals for incoming mains. An earth bar of similar size as the neutral bar shall also be provided. Phase barrier shall be fitted and all live parts shall be screened from the front. Ample clearance shall be provided between all live metal and the earth case and adequate space for all incoming and outgoing cables. All Sub Distribution Board enclosures shall have powder coated painting after metal treatment. A circuit identification card in clear plastic cover shall be provided for each distribution board.

Sub Distribution Board with single phase outgoings requirement shall be Horizontal type. Sub Distribution Board with three phase outgoings requirement shall be Vertical type. Sub Distribution Board installed in indoor dry locations shall conform to IP-42. Sub Distribution Board installed in outdoor & wet locations shall conform to IP- 65.



MCCB/MCB for lighting circuits shall be of "B" series whereas the circuits feeding discharge lamps (LED) Flood Light lamps, all power outlet points, equipment/ machinery shall be of "C" series (Motor circuit) types. All miniature circuit breakers shall be of 10 KA rated rupturing capacity.

Sub Distribution Board shall be provided with isolator or MCCB/MCB and/or earth leakage circuit breaker as per requirement. Earth leakage circuit breaker shall be current operated type and of sensitivity not less than 30mA unless otherwise stated. ELCB shall be mounted within Sub Distribution Board box. Sub Distribution Board box, Isolator, MCB's used shall be of approved manufacturer. Standard size DB Box manufactured by approved manufacturer shall be used. In case size specified in BOQ is not standard size of manufacturer, in that case next standard size Sub Distribution Board box shall be used with incoming & outgoing MCCB/MCB as specified in BOQ. Additional cut-out/space for outgoing MCB shall be plugged with blank plates.

### **Miniature Circuit Breaker (MCB)**

Miniature Circuit Breaker shall comply with IS-8828-1996/IEC898-1995. Miniature circuit breakers shall be quick make and break type for 240/415 VAC 50 Hz application with magnetic thermal release for over current and short circuit protection. The breaking capacity shall not be less than 10 KA at 415 VAC. MCB's shall be DIN mounted. The MCB shall be Current Limiting type (Class-3). MCBs shall be classified (B, C, D ref IS standard) as per their Tripping Characteristic curves defined by the manufacturer. The MCB shall have the minimum power loss (Watts) per pole defined as per the IS/IEC and the manufacturer shall publish the values. MCB shall ensure complete electrical isolation & downstream circuit or equipment when the MCB is switched OFF.

The housing shall be heat resistant and having high impact strength. The terminals shall be protected against finger contact to IP20 Degree of protection. All DP, TP, TPN and 4 Pole miniature circuit breakers shall have a common trip bar independent to the external operating handle.

MCB should be having an integrated label holder with dual side din rail locking facility. Incoming & Outgoing should have facility for termination of Busbar & Cable separately.

Cable termination facility should be up to 35 sq. mm.

### **Current operated Residual Current Circuit Breaker (RCCB)**

Residual Current Circuit Breaker shall conform to IEC 61008. RCCB shall work on the principle of core balance transformer. The incoming shall pass through the toroidal core transformer. As long as the currents in the phase and neutral shall be the same, no electromotive force shall be generated in the secondary winding of the transformer. In the event of a leakage to earth, an unbalance shall be created which shall cause a current to be generated in the secondary winding, this current shall be fed to a highly sensitive miniature relay, which shall trip the circuit if the earth leakage current exceeds a predetermined critical value. RCCB shall be current operated independent of the line voltage; current sensitivity shall be of 30 / 100 mA at 240/415 volts AC and shall have a minimum of 20,000 electrical operations.

### **CABLE TRAY**

#### **General**

The cable tray shall be fabricated out of 2 mm thick slotted/ perforated MS sheets as channel sections, single or double bended. The channel sections shall be supplied in convenient lengths and assembled at site to the desired lengths. These may be galvanized or painted as specified.

The jointing between the sections shall be made with coupler plates of the same material and thickness as the channel section. Two coupler plates, each of minimum 200mm length, shall be bolted on each of the two sides of the channel section with 8mm dia round headed bolts, nuts and washers. In order to maintain proper earth continuity bond, the paint on the contact surfaces between the coupler and cable tray shall be scraped and removed before the installation.

The permissible uniformly distributed load for various type of cables trays and for different supported span shall be as per IS.

The width of the cables tray shall be chosen so as to accommodate all the cables in one tier, plus 30 to 50% additional width for future expansion. This additional width shall be minimum 100mm. The overall width of one cable tray shall be limited to 1000mm.

Factory fabricated bends, reducers, tee / cross junction. Etc shall be provided as per good engineering practice. The radius of bends, junctions etc. shall be less than the minimum permissible radius of bending of the largest size of cable to be carried by the cable tray.

The cable tray shall be suspended from the ceiling slab with the help of 10 mm dia MS round or 25 mm x 5 mm flats at specified spacing. Flat type suspenders may be used for channels up to 450 mm width bolted to cable trays. Round suspenders shall be threaded and bolted to the cable trays or to independent support angle 50 mm x 50 mm x 5mm at the bottom and as specified These shall be grouted to the ceiling slab at the other end through an effective means, as approved by the Engineer – in – charge, to take the weight of the cable tray with the cables.

The entire tray (except in the case of galvanized type ) and the suspenders shall be painted with two coats of red oxide primer paint after removing the dirt and rust, and finished with two coats of spray paint of approved make synthetic enamel paint.

The cable tray shall be bonded to the earth Terminal of the switch bonds at ends.

The cable tray shall be measured on unit length basis, along the centre line of the cable tray, including bends, reducers, tees, cross joints, etc.

The ladder type of cable tray shall be fabricated of double bended channel section longitudinal members with single bended channel section rungs of cross members welded to the base of the longitudinal members at a centre to centre spacing of 250 cm as per IS.

#### **EARTHING:**

Safe Earthing Electrode consisting Pipe-in-Pipe Technology Size: 1 /2 meter

Scope of work:

Supplying & erecting Safe Earthing Electrode complete with earthing pit as per requirement

Technical Specification:

- (1) Making earth pit of required size as as per standards.
- (2) Safe Earthing Electrode consisting Pipe-in-Pipe Technology as per IS 3043-1987
- (3) Made of corrosion free G.I. Pipes having Outer pipe dia of 80 mm having 80-200 Micron galvanizing, Inner pipe dia of 40 mm having 200-250 Micron galvanizing or as per stds.
- (4) With Connection terminal dia of 14 mm or as per standards
- (5) With constant ohmic value surrounded by highly conductive compound with high charge dissipation
- (6) Length of Pipe - 1 / 2Mtr
- (7) Recommended short circuit current rating: 50kA for 1 Second
- (8) Back filling compound - Bag of 15 Kgs. as per standards
- (9) Necessary back filling compound shall be mixed with excavated soil.
- (10) With RCC Pre-casted 450mm x 450 mm earth-pit Block with necessary civil work

--s/d--

**Executive Engineer**

West (Rander) Zone

Surat Municipal Corporation

Seal & Signature of the bidder

**NOTE:**

- (1) The works will be allotted to the contractor through single or different work orders / sub work orders.
- (2) Time limit to complete each work / sub work will be mentioned in respective work order. The contractor is expected to complete the work within mentioned time limit and hand over to SMC in entire manner.
- (3) If the contractor fails to complete the Work within the stipulated completion date for the work, penalty at a rate of 0.2% of the work / sub work value per day for uncompleted portion of the work up to 10% of the total contract value will be levied.

--s/d--

**Executive Engineer**

West (Rander) Zone

Surat Municipal Corporation

Seal & Signature of the bidder

**VENDORS' LIST**

Sr. No	Item	Approved Make
1	MCB/ ELCB / RCCB Distribution Board	Siemens / MDS / L&K / MG /Indokopp / Schneider / Hagger / Havells / ABB / C&S / Legrand / Mitsubishi/Hager
2	MCCB	L&T / SIEMENS/SCHNEIDER/ ABB /C&S / Legrand / Mitsubishi/Hager
3	Fuses	L&T / SIEMENS / SCHNEIDER / ABB / BUSSMAN
4	L.T. Cable (Up to 25 sq mm)	CCI / Universal / Finolex / Incab / Torrent / Havells / Bharat Cab / Gloster / RR Kabel / Dicabs / Apar / KEI / Great White
5	L.T. Cable (Above 25 sq mm)	CCI / Universal / Finolex / Incab / Torrent / Havells / Bharatcab / Gloster / RR Kabel / Dicabs / Apar / KEI
6	PVC pipe/Casing Capping/ Trunking	PRECISION / PRESTOPLAST / NIHIR
7	Flexible Wires	RR KABEL / FINOLEX / POLYCAB/ KEI / HAVELLS/APAR/GREAT WHITE/ DIACAB
8	Modular type Switch and accessories (CAT-III)	ANCHOR / NORTH WEST/ CRABTREE/ SCHNEIDER/ WIPRO/ LEGRAND/ Great White/Vinay/Havells/Alex
9	Angle holder/Ceiling rose/down holder	ANCHOR / NORTH WEST/ CRABTREE/ SCHNEIDER/ WIPRO/ LEGRAND/ Great White/Vinay/Havells/Alex
10	Distribution boards	SIEMENS / L&T / SCHNEIDER / HAGER / LEGRAND
11	Connector	ELMEX / WAGO / CONNECTWELL
12	Metalclad plug & socket with box	SCHNEIDER / LEGRAND / HAGER / SIEMENS/NEPTUNE
13	Glands	COMET / HMI / BBRACO/ HEX
14	Lugs	DOWELLS / HEX / JAINSON / 3D / HMI
15	Light Fittings	PHILIPS / OSRAM / WIPRO
16	All types of Fan	HAVELLS / CROMPTON / USHA / BAJAJ / KHETAN / ORIENT
17	Earthing	E-LINK / ASHLOK
18	UPVC cable trunking	LEGRAND / SCHNEIDER / MK/GREAT WHITE/HEX
19	CAT-6 Cable	AMPS / SCHNEIDER / FINOLEX / D-LINK
20	Motor-pump set	CG / ABB /KSB / CRI/KIRLOSKAR
21	Cable Tray	INDIANA / SHARDA / , B.M. ENGINEERING / TUSHARTECH / SUPERFAB
22	LED Fitting	Bajaj /Havells / Halonix / Surya / Aditya / Philips(Signify) / Wipro
23	LED Chip	Cree/ Osram/ Nichia/ Lumileds/ Bridgelux/ Philips / Edison and Seoul Semiconductor
24	LED Driver	Fulham / Inventronics / Philips / Pyrotech / Manufactured by LED luminaire's manufacturer
25	Timer / Time Switches	GEC / Hager / Siemens / Schneider / ABB / Legrand / Mitsubishi / L & T / MDS / Theaben

26	Contactor	L & T / Siemens / Havells / Schneider / ABB / GE / Mitsubishi
27	DWC Pipe	Rex / Gemini / Duraline / SY-ARON
28	Junction Box	Sintex / Everest / ESCO / National / EPP / Welltech
29	Joint kit for cable	Raychem / Xicom / M-Seal

**NOTE:**

- (1) Prior approval from SMC for make / model number of any item shall be taken by the contractor.  
(2) Prior approval of SMC for any other item apart than listed above shall be taken by the contractor and decision of Engineer-in-charge shall be final and binding to all.

Seal & Signature of the bidder

--s/d--  
**Executive Engineer**  
West (Rander) Zone  
Surat Municipal Corporation

---- END OF THE DOCUMENTS ---