

SURAT MUNICIPAL CORPORATION

[HYDRAULIC DEPARTMENT]

Tender Notice (On-Line) No.: DMC/HYD/06/2026-2027

Work No.: 01

Issued To: _____

Name of Work:- Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)

VOLUME: I

QUALIFICATION & TECHNICAL BID

DATE OF SUBMISSION OF TENDER FEE, E.M.D & NECESSARY DOCUMENTS, CERTIFICATES ETC. IN HARD COPY	:	on or before 24/07/2026 up to 17:00 hrs.
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(BY SPEED POST / RPAD THROUGH POSTAL AUTHORITY ONLY)

:To be submitted to:

The Chief Accountant

Accounts Department,

SURAT MUNICIPAL CORPORATION,

Muglisara, Surat-390 003.

LAST DATE OF SUBMISSION OF ON- LINE TENDER (ALONG WITH NECESSARY DOCUMENT, CERTIFICATES ETC.)	:	16/07/2026 up to 18:00 hrs. (On line)
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SURAT MUNICIPAL CORPORATION

I N D E X

SR. NO.	PARTICULARS	PAGE NO.
1.	NOTICE INVITING TENDER	04
2.	INFORMATION TO TENDERER	09
3.	CHECK LIST	11
4.	INSTRUCTIONS TO TENDERER	14
5.	GENERAL CONDITIONS OF CONTRACT	42
6.	SPECIAL NOTE	79
7.	SPECIAL CONDITIONS OF CONTRACT	82
8.	QUALITY ASSURANCE PLAN.	89
9.	APPROVE VENDOR LIST	93

HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION

SIGNATURE OF THE CONTRACTOR.

NAME AND ADDRESS :-

DATE :



NAME OF WORK:- Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)

Tender Notice No.	:	DMC / HYD /06/2026-2027 (Work No.: 1)
Last date of submission of online Tender	:	On or before Dt. 16/07/2026 upto 18.00 hrs.
Last date of submission of Tender Fees, EMD and Necessary Documents, Certificates etc., in Hard Copy :	:	on or before Dt. 24/07/2026 upto 17.00 hrs at the office of Chief Accountant, Surat Municipal Corporation, Muglisara, Surat- 395 003.
Earnest Money Deposit	:	Rs.70,000.00 Ps. should be paid. 100 % in the form of crossed Demand Draft of Nationalized Bank payable at Surat.
Pre-Bid	:	-

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE OF THE CONTRACTOR.

NAME AND ADDRESS :-

DATE :



SURAT MUNICIPAL CORPORATION

1.0 NOTICE INVITING TENDER

(A) RECEIPT AND OPENING OF TENDER :

Online Tenders will be received from the established and reliable contractors on or before **18.00 hrs. on Dt. 16/07/2026** on website **smc.nprocure.com**. The tender received after due time and date specified will not be accepted.

NAME OF WORK:- Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)

ESTIMATED COST : Rs 69,88,695.90 Ps.

EARNEST MONEY DEPOSIT : RS. 70,000.00Ps.

TIME LIMIT : 12 (Twelve) months [Excluding monsoon]

Document Fee : Rs 2,832.00 Ps.

Registration required : ‘ D ’ class and Experienced

(B) OPENING OF TENDERS :

The tenders will be opened online in presence of bidders and opening authority subject to receipt of Tender Fees, EMD and other Documents in hard copy.

The Price Bid / Commercial Bid will be opened after evaluation of Documents, Certificates etc. mentioned in this Technical Bid.

(C) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from **smc.nprocure.com** from **Dt.30/06/2026** to **Dt. 16/07/2026**.



Tender documents fees of **Rs. 2,832.00Ps. (Rs. Two Thousand Eight Hundred and Thirty Two Rupees Only)** per set which is required for submission of tender towards the cost of tender documents in cash, pay order or by demand draft of any nationalized bank, in favor of "The Commissioner, Surat Municipal Corporation" payable at Surat and shall be submitted along with EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. The Surat Municipal Corporation shall not be liable for any postal delay in any case.

(D) CONTRACT PERIOD :

The total contract period is hereby fixed as **12 (Twelve) months [Excluding monsoon]** from the date as detailed in the work order.

(E) Tenderer must comply with and agree to all instructions & requirements in the Notice and in the Instructions to Tenderers, including requirements in the Contract Documents.

- (a) All tenders must be submitted in the prescribed Tender form.
- (b) Each Tender must be accompanied by the completion Schedule.
- (c) Each tender must be accompanied by the Tender Security (Earnest Money Deposit) **RS. 70,000.00 Ps.** as specified in the IT-07.
- (d) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.
- (e) The successful Tenderer will be required to furnish a performance **bond (Security Deposit) of amount equal to 2% Two percent of the tendered amount & 2% of running bill of gross amount of each bill** as per clause No. IT – 27 & GC -10.
- (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
- (g) The Surat Municipal Corporation may withhold issuance of the Notice of proceeds for a period not exceeding fifteen days after the date of execution of the contract agreement.



The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.

All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.

(F) RECEIPT OF TENDER DOCUMENTS:

The following details are to be submitted on-line on smc.nprocure.com:

- 1) Colour Scan Copy of Tender Document fees and EMD Details**
- 2) Colour Scan Copy of Annexure I to VII along with all necessary supporting documents.**
- 3) Colour Scan Copy of Necessary Documents, Certificates etc. (as mentioned in This Technical Bid)**
- 4) Colour Scan Copy of Addenda and Corrigendum (if any).**
- 5) Price Bid (Only Online)**

- Note :-**
- 1) ALL Documents must be colored scanned to be seen as original. Scanning in black and white or gray shall not be accepted.**
 - 2) All documents must be notarized with clearly displaying stamp no. and name of the notary.**

The following details shall be submitted in hard copy at prescribed address:

- 1) Tender fees in prescribed format
- 2) Earnest Money Deposit in prescribed format
- 3) Affidavit on Non-Judicial stamp paper of Rs. 300/- (Annexure-VII)
- 4) Under taking of not blacklisted (Annexure-VIII) on non-judicial stamp paper of Rs. 300/-
- 5) Addenda and Corrigendum (if any).

Please note that only Tender Document fees, EMD and above mentioned shall be submitted to Chief Accountant of S.M.C. in hard copy.

Please note that commercial bid shall not be submitted in hard copy under any circumstances. This will hold the tender liable for rejection.

Demand draft for E.M.D & Tender Fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D and tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D and tender 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 Account Department (Main office) within



stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D.

Penalative action for not submitting D.D in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year.

Any documents in 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 color scanned to be seen as original. Scanning in black and white or grey shall not be acceptable.

All the documents must be notarized with clearly displaying stamp, number and name of the notary.

(G) Tender Validity Period:

The validity period of the tender submitted for this work shall be of one hundred twenty (120) calendar days from the last date **of submission of hard copy of Tender for this work** and the Tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period.

Rights Reserved:

Without assigning any reason, the Surat Municipal Corporation reserves the right to reject the lowest or any other or all tenders or part of its. To waive any informality or irregularity in any tender, which in the opinion of the Surat Municipal Corporation does not appear to be in its best interest and the tenderer shall have no cause of action or claim against the Surat Municipal Corporation or its officers, employee, successors or assignees for rejection of this tender.

The Surat Municipal Corporation further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement by the successful Tenderer. The Surat Municipal Corporation is not obliged to give reasons for any such action.

During Tender validity period, if any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in this tender, then The Surat 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. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of The Surat Municipal Corporation.



The Surat Municipal Corporation reserves the right to increase or decrease the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE OF THE CONTRACTOR:-

NAME AND ADDRESS:-

DATE:-



2.0 INFORMATION TO TENDERER:

[1]	Tender validity period	120 days (One hundred & Twenty days) from the last date of submission of hard copy of Tender.
[2]	Earnest Money Deposit	RS. 70,000.00 Ps.
[3]	Security Deposit	Four Percent (4%) of tendered Amount as per Clause No IT-27 & GC-10
[4]	Time of Completion	For the complete contract 12 (Twelve) months (Excluding monsoon)
[5]	Period of liability for work.	Twelve Months from the date of issuing final completion certificate.
[6]	Penalty for delay	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent of the contract price.
[7]	Retention Money Deposit	Five (5%) percent of work done and to be deducted from R.A. bill as per GC-36.
[8]	Date of download of tender	Between Dt. 30/06/2026 to Dt. 16/07/2026 upto 17.00 hrs from smc.nprocure.com
[9]	Last date of submission of online Tender	Date: 16/07/2026 upto 18.00 hrs
[10]	Last date of submission of Tender fees, EMD and Necessary Documents, Certificates etc. in Hard copy	On or before Date. 24/07/2026 up to 17.00 Hrs.
[11]	Pre-Bid:	-

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE OF THE CONTRACTOR:-

NAME AND ADDRESS:-

DATE:-



3.0 CHECK LIST

1. Tenderers to note last date and time of submission of Tender Fees, EMD and other documents and that they are to be posted by Registered Post A. D. / Speed Post only.
2. Necessary Documents, Certificates etc. should be duly sealed and the covering envelope is to be only superscripted as **Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)**
3. Tender Security Bond for Earnest Money Deposit should be submitted as per Articles IT-07 (Earnest Money Deposit)
4. Conditional tender will be rejected outright by the Surat Municipal Corporation, without giving any reason.
5. **‘No Joint Venture Bidding / Application as well as Experience shall be allowed / permitted’.**
6. All information as demanded should be submitted.
7. Information regarding capability etc. as per clause No.IT-04 (General Performance Data) should be submitted in hard copy along with tender fee and EMD.
8. Please verify before online submission that Necessary Documents, Certificates etc. are signed, sealed and attested wherever required in each and every respect.
9. **“Following Documents shall be submitted in HARD COPY to Surat Municipal Corporation (Notarized Copy)**
 1. **Earnest Money Deposit as mentioned in the Tender. (i.e. DD/Bank Guarantee)**
 2. **Tender fees as mentioned in the tender**
 3. **Affidavit on Non-Judicial Stamp Paper of Rs. 300/- (Annexure-VII)**
 4. **Addenda and Corrigendum (if any)**
 5. **Undertaking of not blacklisted (Annexure-VIII) on non-judicial stamp paper of Rs. 300/-.**

Technical Bid and price Bid are not to be submitted in Physical Form. Please note that Non- submission of Technical Bid as well as price bid does not absolve the bidders from any



liability created from the bid condition and bidding process. Technical-Bid & Price in Hard copy shall be submitted by Successful Bidders upon intimation from SMC.”

TENDER CHECK LIST

SR. NO.	Particulars	To be Submitted with Tech-bid		Please mark as for (✓/×) Submission
		File to be attached Online	Hard Copy Submission	
1	Forwarding Letter	No	Yes	
2	Tender Fee	Yes	DD/PO	
3	EMD	Yes	DD/PO	
4	Solvency Certificate From bankers of nationalized/ Scheduled bank	Yes	No	
5	Registration Certificate	Yes	No	
6	GST Registration Certificate	Yes	No	
7	A list of Work Completed (Annexure -I)	Yes	No	
8	A list of Work On Hand (Annexure-II)	Yes	No	
9	List of Machinery and Equipment (Annexure III)	Yes	No	
10	List of Main Technical Staff. Annexure IV.	Yes	No	
11	Undertaking Annexure V	Yes	No	
12	Declaration of the Contractor Annexure VI	Yes	No	
13	Affidavit on Non- judicial Stamp Paper of Rs.300.00 (Annexure - VII)	Yes	Yes	
14	Annexue-VIII (UNDER TAKING BY THE TENDERER FOR NOT BLACK LISTED)	Yes	Yes	
15	Digitally signed Partnership agreement/ Partnership deed/ Power of Attorney/ Board resolution in case of semi Government/ Government organization for biding the tender documents etc. (If Applicable) (PDF	Yes	No	



	file to be uploaded with Tech-bid)			
16	Power of Attorney for signing tender documents etc.	Yes	No	
17	Digitally Signed CA certificate showing financial turnover of last 3 (Three) Years. (PDF file to be uploaded with Tech-bid)	Yes	No	
18	Addenda Corrigendum (s) duly sealed/signed (If Applicable)	Yes	Yes	
19	Provident Fund	Yes	No	
20	Work Order& Work completion certificate of Tenderer	Yes	No	
21	PAN Card	Yes	No	
22	ITR of last three years	Yes	No	
23	Tender Check list	Yes	No	

Note :- The Tenderer should be required to furnish details/certificates etc. as mentioned above otherwise their offer shall be liable for rejection and must be upload along with the tender duly signed & sealed. The tenderer shall have to also submit other relevant information/ documents in support and as mentioned in tender documents.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

Signature of the contractor:-

Name and address:-

Date:-



3.1 GENERAL DETAILS OF WORK IN BRIEF :

1. NAME OF WORK : Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)

2. Estimated cost of the work : Rs 69,88,695.90 Ps.

3. Amount of Earnest Money Deposit : RS. 70,000.00Ps.

4. Tender cover to be super scribed as :

1. NAME OF WORK: Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)

2. Tender Notice No. DMC/HY/06/2026-2027 - (Work No.:01)

3. Name and Address of Tenderer

HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION

SIGNATURE OF THE CONTRACTOR.

NAME AND ADDRESS :-

DATE :



4.0 INSTRUCTIONS TO TENDERERS:

IT-01 GENERAL:

The Tender documents may be secured in accordance with the Detail Tender Notice for the work called. The work shall include supply of materials necessary for construction of the work.

IT-02 INVITATION OF TENDER:

The Surat Municipal Corporation hereinafter referred so as the Corporation will receive tenders for the **Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt) . (2nd Attempt)**

The tenders will be opened at the office of The Executive Engineer (Traffic), Surat Municipal Corporation, Surat, in the presence of tenderers or their representatives who are present. The Corporation reserves the right to reject the lowest or any other or all tenders or part of it 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 TENDER:

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

IT-04 QUALIFICATIONS OF TENDERERS:

- (A) Only the tenderer who have been registered with the Surat Municipal Corporation, Surat or State Government in India or Government of India or Railways or Military Engineering Services in **‘D’ class and Experienced** and who shall comply following.

The applicant who is not capable of meeting requirement listed below shall not be qualified for the work. Qualification will be based on Applicants all the following minimum criteria regarding their particular experience, financial position, personnel and equipment capabilities and other relevant information as demonstrated by the Applicant's responses in the forms attached to the Letter of Application. The qualifications, capacity and resources of proposed subcontractors will not be taken into account in determining the Applicant's compliance with the qualifying criteria. The applicant to note specifically that all information given including those in the form of various formats, must be supported by certificates from respective authorities (not less than Executive Engineer or equivalent).

- (a) Average Annual financial turnover during the last 3 years, ending 31st of March of the previous financial year, should be at least 30% of the estimated cost.
- (b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be the either of following:



- 1) Three similar completed works, not less than the amount equal to 40% of the estimated cost
- or**
- 2) Two similar completed works, not less than the amount equal to 50% of the estimated cost
- or**
- 3) One similar completed work, not less than the amount equal to 80% of the estimated cost

Note: Similar work means lowering, laying and jointing of Different Type of MS pipes And Fixing Of Valve.

The experience of such work of Government/semi government shall be considered. Sublet Work will not be considered.

All tenders shall be evaluated considering the enlisted multiplying factors. Following enhancement factors will be used for the cost of works executed and financial figures to arrive at common base for the value of the works completed in India. **Cut of month shall be considered as a month of tender submission.**

Financial year	Multiplying Factor
Immediate last year of the assessment year	1.10
Second	1.21
Third	1.33
Fourth	1.46
Fifth	1.61
Sixth	1.77
Seventh	1.95

Bidder should indicate actual figures of costs and amount for the work executed without accounting for the above-mentioned factors.

- (B) 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 Account Department (Main office) within stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D.**

Penalative action for not submitting D.D. in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year.

Any documents in supporting of bid shall be in electronic format only through online (by Scanning) during the bidding period & hard copy will not be accepted separately.

The following details are to be submitted on-line on smc.nprocure.com:

- 1) Scan Copy of Tender Document fees and EMD Details
- 2) Scan Copy of Annexure I to VIII along with all necessary supporting documents.
- 3) Scan Copy of Necessary Documents, Certificates etc. (as mentioned in This Technical Bid)
- 4) Scan Copy of Addenda and Corrigendum (if any).

Note: - ALL Necessary Documents, Certificates etc. are signed, sealed and attested.

“Following Documents shall be submitted in **HARD COPY** to Surat Municipal Corporation



- All Necessary documents mentioned in Technical bid (If any, i.e. all necessary supporting documents for bidder's qualifications, information etc.)

- Earnest Money Deposit as mentioned in the Tender.
- Tender fees as mentioned in the tender
- Affidavit (Annexure-VII) on Non-Judicial Stamp Paper of Rs. 300/-
- Addenda and Corrigendum (if any)
- Under taking of not blacklisted (Annexure-VIII) on non-judicial stamp paper of Rs. 300/-.

Please note that only Tender Document fees, EMD and above mentioned shall be submitted to Chief Accountant of S.M.C. in hard copy.

- Technical Bid and price Bid are not to be submitted in Physical Form. Please note that Non submission of Technical Bid as well as price bid in physical form does not absolve the bidders from any liability created from the bid condition and bidding process. Technical-Bid & Price bid in Hard copy shall be submitted by Successful Bidders upon intimation from SMC.
- (C) The tenderer shall furnish all details as asked in “Section 5 (General performance data)” and various other sections of this tender document with all necessary supporting documents.
- (D) The tenderer shall submit of their relevant registration certificate with the SURAT MUNICIPAL CORPORATION, Surat or State Government in India or Government of India or Railways/ Military Engineering Services.
- (E) The bidder should Submit Solvency certificate at least about 20% of the estimated amount. issued by national or schedule bank only and should be effective and in force on the last date of receipt of bids, it will be the responsibility of the bidder to gate extension of the effectiveness of Solvency certificate from corresponding bank ,up to the tender Validity period, if the same getting expired before that, the same should be produced necessary extension within 15 days of expiry of such Solvency as and when asked by SMC, failing which will be liable for rejection of bid without assigning any reason thereof. (Considering validity as 01 (One) Year from the date of issue of Solvency certificate).
- (F) The tenderer shall submit of details of his turnover for the last three financial years.
- (G) The tenderer shall submit experience certificates of woks as stated in IT-04 (A).
- (H) The tenderer shall submit of partnership deed in case of a joint firm.
- (I) The tenderer shall submit of Provident fund registration Number.

IT-05 TENDER DOCUMENTS:

Printed documents and set of drawings shall comprehensively be referred to as tender documents. The several sections forming the documents are the essential parts of the contract and a requirement occurring in one shall be binding as through occurring in all. They are to taken as mutually explanatory and describe and provide for complete works.

IT-06 EXAMINATIONS BY TENDERERS:



- (A) At his own expenses and prior to submitting his tender, each tenderer 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, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.
- (B) The quantities of items shown in schedule may vary but such variation will be limited to with plus or minus 30 (thirty percent) of the contract price.
- (C) Tender Documents shall be completed legible in ink, checked in a responsible manner, signed, stamped and returned together with the Earnest Money Deposit by the stipulated date.

All the pages in which entries are required to be made by the Tenderer are contained in the tender documents and the Tenderer shall not take out or add to or amend the text or any of the documents except in so far as may be necessary to comply with any addenda issued pursuant to Clause – IT- 17 hereof

- (D) The tenderer shall complete and furnish all the details asked for in various sections and sub sections of this tender document.

IT- 07 EARNEST MONEY DEPOSIT:

- (A) Each tender must be accompanied by a tender guarantee bond (Earnest Money Deposit) of **Rs. 70,000.00/-** below. Total amount of EMD shall be deposited in the form of Crossed Demand Draft / Pay order of Nationalized Bank or scheduled banks, acceptable to Surat Municipal Corporation, drawn in favour of the Municipal Commissioner SURAT MUNICIPAL CORPORATION payable at Surat.

The tender Guarantee bond shall be valid for a period of not less than One hundred and twenty (120) days of submission of hard copy of Tender for this work and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The tender guarantee bond will be held by the Corporation as a guarantee that the tenderer. If awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any tender not accompanied by a Tender Guarantee in the form of earnest money deposit by Bank Draft for the sum stipulated in the Tender Document will be summarily rejected.

1. The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after the award has been finalized, as per prevailing norms of the SURAT MUNICIPAL CORPORATION.
2. The Earnest Money Deposit (Tender guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the performance Guarantee Bond to the owner as stipulated in this tender document within ten days after receipt of notice of award of contract. In such case, the Corporation may disqualify the Tenderer from tendering for further works, under the jurisdiction of the Corporation (The SURAT MUNICIPAL CORPORATION)
3. The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, is furnished by the successful Contractor.
4. No interest shall be paid by the owner on any tender guarantee.



IT-08 INCOME TAX CLEARANCE CERTIFICATE:

In view of the latest circular of IT Department, IT clearance certificate is not required. However the contractor shall give photo copy of the PAN card.

IT-09 PREPARATIONS OF TENDER DOCUMENTS:

Tenderers are requested to note the following while preparing the Tender Documents:

- A. Tender shall be submitted on the Tender form bound herein in English. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and signatures of all persons signing shall be in longhand.
- B. Tenderer who submits a tender has to fill up schedule B, giving in the prescribed space his percentage rates according to estimated quantities, and the rate shown to undertake for each items of the work. The tenderer, who proposes any alteration in the work, specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or the tender which contains any other condition of any sort, will be liable to rejection. No erasures will be permitted. Mistakes may be crossed out and correction typed or written in ink adjacent thereto, and must be intimated in ink by the persons signing the tender. All extensions of prices and arithmetic discrepancy in summation, multiplication, etc. in schedule B, the percentage rate given by the Tenderer at the time of tendering shall be used to derive item rates for each item mentioned in schedule B and the total figure shall be worked out by multiplying these derived item rates with executed quantities and summing them all. If there is discrepancy between the percentage rates quoted in figures and in words, the rates expressed in words shall be considered as binding
- C. Each tender shall be accompanied by the tender security bond and other required documents and drawings. All witness and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures. All signatures in the Tender Documents shall be dated.
- D. Variations to the Contract Documents requested by the tenderer may be affixed to the Tender Document in the space available and duly signed and stamped. Such variations may be approved or refused by the Engineer at the time of adjudications of Tenders, and in either case the Engineer is not obliged to give reasons for his decisions.
- E. Delivery of Tenders shall comply with Detail Tender Notice as to place, date and time. Tenders and tender security shall be enclosed in two different sealed opaque envelopes indicating the identity (tender security and tender offer) and shall be together put in a sealed envelope.
- F. Price Bid shall be submitted online.

IT-10 SUBMISSION OF TENDER DOCUMENT:

- 1 COVER (1) (a) Technical Documents (b) Tender Fees and E.M.D.



- (a) Necessary Documents, Certificates etc. for the work of **Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt)** along with the Tender Fee and EMD as mentioned in this document. Also mention the name and address of tenderer, tender notice number on the cover

(b) **Price bid (Volume-3)**

Price Bid for the work of **Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt)** Shall be submitted on line only.

The name of work to be written on cover shall be work of **Providing, Manufacturing, Supplying, Conveying, Lowering & Laying and Conversation of CI/DI TO MS LINE at Various locations of ESR and Leakage spot as per Requirement in East Zone-A (Varachha) of Surat Municipal corporation.(2nd Attempt)** Also mention the name and the address of tenderer, tender notice number on the cover and to be submitted to the Chief Accountant, Surat Municipal Corporation Muglisara, Surat – 395 003.

2 Tenderer shall be required to submit the Necessary Documents, Certificates etc mentioned in this Technical Bid. If Documents, Certificates etc submitted by the bidder found insufficient, then the Price Bid of the tender shall not be opened.

- (a) The tender shall be accompanied by Earnest Money Deposit as per Clause IT-07. The tenderer will pay Earnest Money Deposit by Pay Order/Demand Draft issued in the favor of “Commissioner, SURAT MUNICIPAL CORPORATION, Surat” by Nationalized Bank. The Earnest Money in the form of Cheque, FDR shall not be accepted.
- (b) An attested copy of Registration as an approved Contractor at MES, Various Department of the State Govt., or Central Government SURAT MUNICIPAL CORPORATION, CPWD etc.
- (c) List of the works already completed in prescribed Performa as per **ANNEXURE-I** and attested copies of certificates from head of the office concerned for completion of the works.
- (d) Declaration regarding the work on hand with the tenderer shall also be given as per **ANNEXURE-II**. Attested copies of work orders, interim certificates if any shall also be attached as supporting document.
- (e) A covering letter detailing various considerations considered in tender shall invariably be given.
- (f) The Bidder should submit Solvency Certificate minimum value of at least 20% of the total estimated cost put to the tender issued by Schedule Bank/Nationalizes Bank only and should be effective and in force on the last date of receipt of bids, it will be the responsibility of the bidder to get the extension of the effectiveness of solvency certificate from corresponding bank, up to the tender validity period, if the same is getting expired before that, the same should be produced with necessary extension within 15 days of expiry of such solvency as and when asked by Surat Municipal



Corporation, failing which will be liable for rejection of bid without assigning any reason thereof. (Considering validity as 1 year from date of issue of Solvency Certificate)

- (g) Attested copy of partnership deed, power of attorney, etc.
 - (h) Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant page of the tender document.
 - (i) The Tenderer shall submit an Notarized color scan copy of GST registration certificate with GST number and proof of residence. The GST shall be deducted at source as per prevailing norms while making payment.
- 3
- (a) List of tools, plants and equipments with tenderer in detail as per **ANNEXURE-III**.
 - (b) Technical establishment / staff of the tenderer in required Performa with their names, Qualifications and experience as per **ANNEXURE-IV**.
 - (c) Tenderer shall furnish along with the tender, information regarding Income Tax circle of the district in which he is asked for income tax reference no. and year of assessment.
 - (d) Further details required to be furnished as per **ANNEXURE-V and Annexure-VIII**. **The Contractor shall submit all the forms i.e. Undertaking, Declaration and Affidavit duly signed by the contractor and all their partners.**
- 4
- Submission of a tender by a tenderer shall mean that he has read this notice and contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and nature required quantities of materials stores, tools and plants etc. that may be required by him in carrying out the work and of local conditions and laws and byelaws of the Government, Surat Municipal Corporation and other factors bearing influence on the execution and cost of the works.
- 5
- The total amount quoted shall be written both in figures and in words. In the case of figures the words “Rs.” should be written before the figure of Rupees and the words “Paisha” after the decimal figure eg. Rs.2.15 paisha. In case of word the word “Rupees” should precede and the word “Paisha” shall be written at the end, unless the amount is invariably upto two places of decimal. Tender with erasures, over writing or alteration or mutilations shall stand rejected.
- 6
- Scan Copy of Necessary Documents, Certificates etc. along with **Annexure I to VIII** should be signed, Sealed and **submitted on-line smctender.nprocure.com from dated - to Dt. - upto 17:00 hours.**

The same will be opened on the next working day at 16.00 hours (if possible) in the presence of the tenderers, who shall remain present in the office of “Tender Opening Officer, Surat Municipal Corporation, Surat”.



Late tenders (i.e. tenders received after the specified time of opening), delayed tender (i.e. tender received before the time of opening but after due date and the time of receipt of tender) shall not be considered at all. Tenders received by Registered Post A.D. / Speed Post only after the time and the date specified in the tender notice and shall not be received by the client from the tender notice and shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.

7 Tender shall stand rejected if, due to any one or more case as follows,

- (a) Any erasure is made in the tender unauthenticated or any page or a page is/are removed or replaced.
- (b) The tenderer shall submit the tender who satisfies each and every condition laid down in the notice tender documents, failing which the tender will be liable for rejection.
- (c) Tenderer's tender/quotation containing conditions shall be liable for rejection outrightly without assigning any reason for the same.
- (d) Conditions specified in the Price-Bid in modification to those conveyed in the tender shall render the price bid offered without assigning any reasons.
- (e) Stipulates the validity period less than what is stated in the form of tender.
- (f) Stipulates his own conditions.
- (g) Does not quote his rates inclusive of Octroi duty and other terminal or sales tax or central taxes in his rates.
- (h) Does not disclose the full names and address of all his partners in the case of partnership firm.
- (i) Does not fill in and sign the tender form as well as the bill of quantities and rates, annexure, specifications etc.
- (j) Does not pay the Earnest Money Deposit by Demand Draft / Pay order with Technical Document (Cover-1).
- (k) Does not submit the tender before the stipulated time and specified date in the Accountant's office as directed.
- (l) Does not quote the rates for each part of the Price-bid.
- (m) Does not attach the document mentioned under Point-8.
- (n) The tenderer proposes any alterations in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.

8 All the tenderers are instructed to fill up the Schedule-B. All corrections, additions or posted slips to be initialized by the tenderer.

9 All pages of tender documents including specifications should be initialed by the Contractor.



- 10 The tenderer shall submit the tender which satisfies each and every conditions laid down in this notice and tender documents failing which the tender is liable for rejection.
- 11 Notice of inviting tenders shall be a part of the contract documents.
- 12 Acceptance of tenderer/quotation will rest with the competent authority of SURAT MUNICIPAL CORPORATION who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations / tenders and no reasons will be given for acceptance or rejection thereof.
- 13 The Contractor shall also attach list of machineries, tools, plants, equipments which propose to deploy for this work.
- 14 All octroi duty and other taxes chargeable by the Municipal Corporation shall be payable by the Contractor.
- 15 Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
- 16 Tender once offered cannot be withdrawn except with the permission of head of the concerned department, SURAT MUNICIPAL CORPORATION, Surat.
- 17 The successful tenderer shall be required to enter in to an agreement with Municipal Corporation after placing the work order for the said work from SMC.
- 18 The successful tenderer may be required to furnish **surety in accordance with IT-28 on stamp paper.**
- 19 The tenderers are requested to give complete specification of papers quoted.
- 20 Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed that the prices quoted are inclusive of all the taxes and no claim will be entertained for payment of extra taxes, duties and any such incidentals etc. on the bills submitted by them.
- 21 No claim for interest and / or damages shall be entertained for the delay in payment of bills and / or any such dues from the SURAT MUNICIPAL CORPORATION, for any reason, whatsoever.
- 22 The Price-Bids of only the qualified bidders/tenderers will be opened. The date and time of which will be intimated to the qualified bidders/tenderers from the office of the Hydraulic Engineer.
- 23 SURAT MUNICIPAL CORPORATION reserves the right to open or not to open any or all Price-Bid without assigning any reason thereof.

IT-11 TENDER VALIDITY PERIOD:

The validity period of the tender submitted for this work shall be of one hundred twenty (120) of submission of hard copy of Tender for this work and that the Tenderer shall not be allowed to



withdraw or modify the tender offer on his own during the validity period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in his tender, then The SURAT 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-12 SIGNING OF TENDER DOCUMENTS:

If the Tender is made by an individual, it shall be signed with his full name above his current address. If the tender is made by a proprietary firm it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the tender is made by a firm in partnership, it shall 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 signing 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 made 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 made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence 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-13 WITHDRAWAL OF TENDER:

If, during the tender validity period, the tenderer withdraws his tender, the Tender Security (Earnest Money) shall be forfeited and the Tenderer may be disqualified from tendering for further works under the jurisdiction of Surat Municipal Corporation

IT-14 INTERPRETATIONS OF TENDER DOCUMENT:

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters, which may in any way affect the work or the cost thereof. Should a tenderer find discrepancies, error or omission from the specifications or other documents or should he be in doubt as to their meaning he should at once address query to the concerned authority. Any resulting interpretation of the tender documents will be issued to all tenders as an addenda corrigendum. Verbal clarification and /or information given by the Consulting Engineer shall not be binding on the Municipal Corporation.

IT-15 ERRORS AND DISCREPANCIES IN TENDERS:



In case of conflict between the figures and words in the rates, the rates expressed in words shall prevail and apply in such cases.

IT-16 MODIFICATION OF DOCUMENTS:

Modification of specifications and extension of the closing date of the tender, if required, will be made by an addendum. Copies of each addendum will be sent to all tenderers. These shall be signed and shall form a part of 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 addenda.

IT-17 ERRATA, ADDENDA AND CORRIGENDUM:

Addenda form part of the contract documents & full consideration shall be given to all addenda in the preparation of tenders. Tenderers shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the Tender. Failure to acknowledge may cause the Tender to be rejected.

- A. The Engineer of the owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.
- B. No Addendum may be issued after the time stated in Notice Inviting Tenders.

IT-18 TAXES AND DUTIES ON MATERIAL:

All the taxes, duties, Vat, and such all incidentals and such incidental imposed in future must be borne by the Contractor only. "P", "D", or "C" form shall not be supplied by The Surat Municipal Corporation.

GST (Goods & Service Tax) has come in existent from 1st July, 2017. Contractor/ Successful Bidder is 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. During the course of execution of contract, if there any 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 amounts actually remitted by the Successful Tenderer/ 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 with in 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 GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/ Performance Guarantee Amount.

If imposition of 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 the Contractor/ Successful Bidder only, in no case SMC shall be liable for the same.

NOTE:- The Rates mentioned in BOQ are excluding GST. GST will be reimbursed separately (if applicable as per the opinion of Account department of SMC / GST Consultant of SMC) as per the prevailing GST Rates decided by the Government. The contractor is invariably bound to any changes in GST Rates made during the course of the work. The payment (if applicable) for GST



will be only released only after the applicable Amount reflects on Government portal. Decision of Account Department of SMC regarding applicable GST Rates will be final.

IT-19 EVALUATION OF TENDERS:

In comparing tenders the Surat Municipal Corporation 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, capabilities of the tenderer, their past records for executing works of similar nature, etc.

IT-20 EVALUATION OF TIME REQUIRED FOR COMPLETION:

The time schedule for completion of work shall be considered as indicated by the tenderer in the form "Tenderer's proposed completion schedule "annexed with the tender document. The completion period mentioned in this schedule is to be considered from the date of notice to proceed. Total completion period **12 (Twelve) months [Excluding monsoon Period]** from the date as mentioned in the final work order and Tenderers should adhere to this delivery time.

IT-21 POLICIES FOR TENDER UNDER CONSIDERATION:

Tenders shall be termed to be under consideration from the opening of the tender until such time an official announcement of award is made.

While tenders are under consideration, Tenderers and their representative or other interested parties are advised to refrain from contacting by any means The SURAT MUNICIPAL CORPORATION or representatives on matters related to the tenders under study. The Engineer's representative if necessary will obtain clarification on tenders by requesting information from any or all the tenderers either in writing or through personal contact, as may be necessary. The tenderer will not be permitted to change the substance of his tender after price revision. Non-compliance with this provision shall make the tender liable for rejection.

IT- 22 PRICES AND PAYMENTS:

The Tenderer must understand clearly that the price quoted are for the total works or the part of the total works and include all costs due to materials, labour, equipment, supervision, other services, royalties and octroi etc. and to include all extras to cover the cost. No claims for additional payment beyond the prices quoted will be entertained and the Tenderer will not be entitled subsequently to make any claim on any ground excepting for the condition laid down in GC-96.

IT-23 PAYMENT TERMS:

The terms of payment are defined in the General Conditions of Contract. The Municipal Corporation shall not under any circumstances relaxes, the terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders.

IT-24 AWARDS:

Award of the contract or the rejection of tenders will be made during the Tender validity period.

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement and shall furnish the



Performance Guarantee Bond as required. The Contract Agreement shall be executed in the form stipulated by the owner. The tenderer can have a look at the copy of Contract Agreement at the office of The Surat Municipal Corporation

- 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 Bond as required herein, The Surat Municipal Corporation may annul his award and declare the tender security forfeited.
- C. A corporation, Partnership firm acting as the Tenderer and receiving the Award shall furnish evidence of its existence and evidence that the officer signing the Contract

Agreement and Bonds for the corporation, partnership firm acting as the Tenderer is duly authorized to do so.

IT-25 SIGNING OF CONTRACT:

On receipt of notice of Award, the successful Tenderer shall be required to execute the contract within time period as specified in clause No. GC-19 of conditions of Contract, failing which the Municipal Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract documents shall be person detailed in Article IT-12

IT-26 DISQUALIFICATION:

A Tenderer shall be disqualified and will not be taken for consideration if :-

- (a) The outer envelope does not show on the outside the reference of bid and thus get opened before the due date of opening (as per Article IT-10 i.e. Submission of Tender Documents)
- (b) The Earnest Money Deposit is not deposited in full and in the manner as specified (as per Article – IT – 07 i.e. Earnest Money Deposit)
- (c) The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- (d) The tender documents are not signed by an authorized person (as per Article IT-12 i.e. signing of tender documents)
- (e) The general performance data not submitted (as per Section 4 of this tender document).
- (f) The tenderer does not agree to deposit Performance Guarantee (security deposit) as mentioned in IT-27.
- (g) The Tenderer does not agree to Payment terms as defined in IT-23.
- (h) Conditional tender.

Tenderer may further be disqualified if:

- Price variation is proposed by the Tenderer on any principles other than provided in the Tender Documents.
- Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.



- The validity of tender is less than that mentioned in Article IT-11 i.e. Tender validity period.
- Any of the page or pages of tender is/are removed / replaced.
- All corrections or posted slips are not initialed by Tenderer.
- Any erasure is made in the tender.

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT):

The total Security Deposit is 4% (Four) percent of contract value and shall be as under:

The successful tenderer shall have to pay as initial security deposit at 2% (two) percent of the tendered amount. Security Deposit (2%) shall be in cash or in the form of Demand Draft/ Pay Order/ ~~Bank Guarantee (revocable at Surat) / Fixed deposit~~ of nationalized bank or scheduled banks like -IDBI, HDFC, ICICI and AXIS banks issue in favour of Municipal Commissioner, SURAT MUNICIPAL CORPORATION, Surat payable at Surat. ~~The duration of F.D.R shall be the Scheduled time required to complete the work plus twelve months of defect liability period.~~

The remaining amount of the Security Deposit i.e. 2% of tendered amount shall be recovered from the running bills at the rate of 2% of the gross amount of each bill, so as to make the total Security Deposit of 4% of the tendered amount. The amount recovered from the running bills shall not be allowed to be transferred in the form of bank guarantee. ~~However, the remaining 50% (2% of security deposit) of the amount so deducted from R.A.Bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, issued in favour of "The Municipal Commissioner, SURAT MUNICIPAL CORPORATION, Surat" by a Nationalized Bank located at Surat only.~~ The 2% of security deposit deducted from the running bill will be refunded after payment of final bill and initial security deposit 2% submitted will be refunded only after the expiry of defect liability period and after payment of final bill, and after rectifying the defects or audit objection found if any, within defect liability period as intimated by S.M.C

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% per day of the amount of security deposit will be charged. If the security deposit is not paid within one month with interest, the contract already accepted shall be considered as canceled and his Earnest money deposit shall be forfeited. ~~If S.D is submitted in the form of FDR, then in that case, stamp paper for entering in to the agreement shall be of value equal to 4.90 % of SD amount.~~

The undertaking shall be executed on stamp paper worth Rs. 300/-.

The Surety shall be executed on stamp paper worth Rs. 300/-.

DETAIL OF BANK

- ACCOUNT NAME: SURAT MUNICIPAL CORPORATION
- BANK NAME : KOTAK MAHINDRA BANK LTD.
- BRANCH:PIPLOD BRANCH,SURAT
- TYPE OF A/C: SAVING ACCOUNT
- ACCOUNT NO:SMCHYD
- MICR No.: 395485002
- IFSC Code: KKBK0000877



APPROVED LIST OF BANKS

With reference to List of Banks declared by Government of Gujarat, Finance department GR No- EMD/10/2018/18/DMO dtd. 16/04/2018 Annexure I & GRNo- EMD/10/2019/50/DMO dtd. 18/06/2019 bank guarantee issued by following bank shall be accepted.

(A) Guarantees issued by following banks will be accepted as SD/ EMD on permanent basis.

❖ All Nationalized Banks including the Public Sector Bank – IDBI Ltd.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for period. The validity cut-off date in GR is with respect to date of issue of Bank Guaranteed irrespective of date of termination of Bank Guarantee.

- ❖ Axis Bank
- ❖ AU Small Finance Bank
- ❖ Bandhan Bank
- ❖ City Union Bank
- ❖ CSB Bank
- ❖ DBS Bank India Limited
- ❖ DCB Bank
- ❖ Dhanlaxmi Bank
- ❖ Equitas Small Finance Bank
- ❖ Federal Bank
- ❖ HDFC Bank
- ❖ HSBC Bank
- ❖ ICICI Bank
- ❖ IDBI Bank
- ❖ IDFC First Bank
- ❖ IndusInd Bank
- ❖ Jammu and Kashmir Bank
- ❖ Jana Small Finance Bank
- ❖ Karnataka Bank
- ❖ Karur Vysya Bank
- ❖ Kotak Mahindra Bank
- ❖ RBL Bank
- ❖ South Indian Bank
- ❖ Standard Chartered Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ Yes Bank
- ❖ Ahmedabad Mercantile Co-Op. Bank Limited
- ❖ Nutan Nagarik Sahakari Bank Limited
- ❖ Rajkot Nagarik Sahakari Bank Limited
- ❖ Saraswat Co-operative Bank Ltd.
- ❖ SBPP Co-Operative Bank Ltd.
- ❖ SVC Co-Operative Bank Ltd.
- ❖ The Cosmos Co-op Bank Ltd.
- ❖ The Gujarat State Co-Operative Bank
- ❖ The Surat District Co-operative Bank
- ❖ The Surat People Co-operative Bank
- ❖ The Baroda Central Co-operative Bank
- ❖ The Panchmahal District Co-operative Bank
- ❖ The Kalupur Commercial Co-Operative Bank Limited
- ❖ The Rajkot Commercial Co-operative Bank Ltd
- ❖ The Banaskatha Merchantile Co-operative Bank Ltd.
- ❖ Gujarat Gramin Bank



IT-28 STAMP DUTY:

The successful Tenderer shall have to enter in to an agreement in a non-judicial stamp paper of Gujarat State of necessary amount as per the Govt. Norms & in the form of the agreement approved by the Municipal Corporation, Surat with required Surety and Undertaking. The successful tender shall have to pay 4.90% of the amount of security deposit as stamp duty if the security deposit is paid in form of fixed deposit receipt.

IT-29 BRAND NAMES:

Specific references in the specifications to any materials by brand name, or catalog number shall be considered as establishing a standard or, quality and performance and not as limiting competition and the Tenderer in such cases, may at their option freely use any other product, provided that it ensures and is of equal or higher than the standard mentioned and meets Municipal Corporation approval.

IT-30 NON – TRANSFERABLE:

Tender documents are not transferable.

IT-31 COST OF TENDERING:

The owner will not defray expenses incurred by Tenderer in tendering.

IT-32 DEFECT OF TENDER:

The Tender for the work shall remain open for a period of 120 of submission of hard copy of Tender for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own during the period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions on his own, then the Mahanagar Seva Sadan, shall without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the earnest money in full.

IT-33 CHANGE IN QUANTITY:

The SURAT MUNICIPAL CORPORATION reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejection and also to vary quantities of items or group as specified in the schedule of price as may be necessary but such variation will be limited to within plus or minus 30% (thirty percent) of the contract price.

IT-34 NEW EQUIPMENT AND MATERIALS:

All materials, equipment and spare parts thereof may be new, unused and originally coming from manufacturer's plant to the Corporation. The equipments plant and machinery may be in full working condition. The rebuilt or overhauled equipment/materials may not be allowed to be used on work.

IT-35 RIGHTS RESERVED:

The SURAT MUNICIPAL CORPORATION reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reason. The SURAT MUNICIPAL CORPORATION further reserves the right to withhold issuance of the notice to proceed after execution of the contract agreement, for the period of 15 days and no additional payment will be made to the successful Tenderer on account such withholding. The SURAT MUNICIPAL CORPORATION is not obliged to give reasons for any such action.



IT-36 RIGHTS TO REDUCE THE SCOPE OF WORK:

Municipal Commissioner reserves the right to reduce the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

IT-37 MOBILIZATION ADVANCE:

No mobilization advance or on machinery will be given.

IT-38 CONDITIONAL TENDER:

The scope of work is clearly mentioned in the tender documents. The Contractor shall have to carry out the work in accordance with the detailed specifications. No conditions will be accepted. The conditional tender will be liable to be rejected.

IT-39 ROYALTIES:

Tenderer/Supplier shall have to pay, and furnish all receipts of materials to The Engineer-in-charge, whenever required.

IT-40 INSURANCE:

The successful Tenderer shall furnish insurance in accordance with clause No. GC-83 of the Conditions of Contract.

IT-41 ADDITIONAL INSTRUCTIONS FOR CEMENT AND STEEL:

TESTING OF CEMENT AND STEEL:

It should be specifically noted that the cement and steel brought by the contractor at site of work shall be used only after the same is tested at the approved laboratory as per the direction of the Engineer-in-charge. Such approved laboratory may be located at Surat, Baroda, and Ahmedabad or Mumbai.

All the charge for the transport and testing of the samples shall have to be borne by the contractor. The frequency of testing such material shall be in accordance to the relevant Indian Standards as directed by Engineer –in- charge.

IT-42 SUBMISSION/ COMPULSION BY CONTRACTOR:

"The contractor shall have to keep the record of the labourers employed for the concerned work. The contractor should provide attendance card, identification card, pay slip etc to the labourers employed. Further, the amount of E.S.I. & Provident Fund should be deducted from the salary of the labourers employed and such amount should invariably be deposited to concerned Government Departments. In addition, the amount of social security under exp.F. & M.P. act 1952 shall be recovered every month & such amount should invariably be deposited directly to the concern Government Departments. In the same context, the details regarding such amount deposited to the concern Govt. Department and labourers employed shall be furnished to the office of Hydraulic Department of S.M.S.S. 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."



IT-43:- The contractor shall have to intimate all the agencies for U.G. services like electrical cable, telephone cable, gas pipeline, water/ sewage / storm water lines prior to digging and well in advance.

The contractor shall take utmost care during excavation to protect existing underground Utilities. All water main lines/ water connections/ storm/sewage drains/house connections, electrical cable, telephone cable, gas pipe line or any other utility and structures shall be protect by contractor. However, if met during excavation, any damages caused shall be rectified by the contractor at the earliest and all the rectification cost shall be borne by the contractor. If the bill for rectification work (if carried out by the concerned agencies/ departments) is put by such agencies/department, the same shall be payable by the contractor, if not so it will be deducted and recovered from the running bills to be paid to contractor. Surat Municipal Corporation shall extend help to obtain details of underground and other utilities from respective agencies. The data available if any shall be informed to contractor. However, all responsibilities for acquiring information of utilities and intimation to all agencies shall lie with contractor.

IT-44 Contractor has to collect the necessary data and drawing from Railway Authority/ Highway Authority/ Government Authority and also prepare and submit the essential documents and drawings, apply for the approvals, make necessary changes as proposed by Railway Authority/ Highway Authority/ Government Authority, follow up and liaison with Railway Authority/ Highway/ Government Authority and get the final approval as per the norms of Railway Authority/ Highway Authority/ Government Authority. Contractor has to fulfill all requirements of Railway Authority/ Highway Authority/ Government Authority for approval of pushing & laying the line at his own cost. Surat Municipal Corporation will only pay the statutory fees for approval of pushing and laying of pipeline parallel or perpendicular to road/ Railway/ Highway as given by Railway Authority/ Highway Authority/ Government Authority.

IT-45: The prospective bidders are requested to submit the following documentary evidences along with the tender documents.

- The pass port size photographs (Three Nos.) with specimen signatory.
- In case of partnership firm, the partnership deed, passport size photographs (Three Nos.) and specimen signatures of all the partners.
- The income tax return of last 3 (three) year.
- The sale tax certificate along with the documentary proof of residence.
Further, it is clarified that the tendered (individual/ partnership firm) who has signed and submitted the tender, shall have to sign the agreement only after the award of contract.
- Solvency Certificate.
- Experience certificate including showing details of work completed in last five years and work on hand.



IT-46 The contractor has to quote the rate without GST but including all other applicable prevailing taxes. GST will be paid separately as per the prevailing rate to the contractor on bill payment.

Construction cess 1% for total work done amount of bill will be deducted from all the payments made to the Contractor. Construction Cess is included in Rates.

IT-47 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 as per Clause as to reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice.

Penaltative action will be taken for not submitting original Demand Draft in the account department of Surat Municipal Corporation within 7 days from the last date of online submission of the bid for the first time as mentioned below.

Sr. No.	Tender Amount	Penalty Amount in Rs.
1.	Up to Rs. 1 Crore	Rs. 10,000/-
2.	More than Rs. 1 Crore and Upto Rs. 10 Crore	Rs. 20,000/-
3.	More than Rs. 10 Crore and Upto Rs. 50 Crore	Rs. 30,000/-
4.	More than Rs. 50 Crore and Upto Rs. 100 Crore	Rs. 70,000/-
5.	More than Rs. 100 Crore	Rs. 1,00,000/-

If bidder will not submit the penalty amount within 10 days to Surat Municipal Corporation and/or bidder will not submit the demand draft in original for the second time and after, Penaltative action shall be taken for abeyance of registration and cancellation of E-tendering code for 6 (six) months. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



SURAT MUNICIPAL CORPORATION

ANNEXURE-I

Refer to Cl. no. IT-10, Point no 2 (c)

Statement showing the similar works completed in **the last seven years**, i.e. for a period starting **from immediate last year to the passed seventh years**.

Sr. No.	Name of Department/ Client	Name of work	Type of Structure	Tendered amount	Date of award of contract	Target date of completion of work as per contract and Date of completion of work.		Actual Amount of work completed	Time limit in year and months		Percentage & amount of penalty	Reasons for delay in completion of work	Completion Certificates given by competent Authority (Name & Contact No.)	Type of Super Structure	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M					
1.	2.	3.	4.	5.	6.	7a.	7b.	8	9a.	9b.	10.	11.	12	13	14

Note :- Original or digitally signed Copies of Completion certificates from client have to be attached.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



SURAT MUNICIPAL CORPORATION

ANNEXURE-II

Refer to Cl. no. IT-10, Point no 2 (d)

Statement showing No. of similar works on hand

Sr. No .	Name of Department/ Client	Name of work	Type of Foundation	Type of Super Structure	Tendered amount	Date of award of contract	Target date of completion of work as per contract	Actual Amount of work done till date	Time limit in year and months	Competent Authority (Name & Contact No.)	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Note :- Original or digitally signed work on hand list.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



SURAT MUNICIPAL CORPORATION

ANNEXURE-III

Refer to Cl. no. IT-10, Point no 3 (a)

List of Machinery and Equipments to be deployed at said project, by the tenderer.

Sr. No.	Name	Nos.	Capacity or Type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
	Earth moving equipment									
1	Excavators (various sizes)									
	Equipment for hoisting and lifting									
1	Tower crane									
2	Builder's hoist									
	Equipment for concrete work :									
1	Concrete batching plant									
	a) having capacity of 16 cum/hr.									
	b) having capacity of 8 cum/hr.									
2	Concrete pump									
3	Concrete transit mixer									
4	Concrete mixer (diesel)									
5	Concrete mixer (electrical)									
6	Digital way batch mixer									
7	Needle vibrator (electrical)									
8	Needle vibrator (petrol)									
9	Table vibrator Elect./petrol.									
	Equipment for building work									
1	Block making machine									
2	Bar bending machine									
3	Bar cutting machine									
4	Wood thickness planner									
5	Drilling machine									
6	Circular saw machine									
7	Welding generators									
8	Welding transformers									
9	Cube testing machines									
10	M.S. Pipes									
11	Steel shuttering									
12	Steel scaffolding									
13	Grinding / polishing machines									
	Equipment for road works									
1	Road Rollers									
2	Bitumen paver finishers									
3	Hot mix plant									
4	Spreaders									
5	Earth rammers									
6	Vibratory road rollers									



Sr. No.	Name	Nos.	Capacity or Type	Age	Condition	Ownership Status			Current Location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
	Equipment for Transportation									
1	Tipper									
2	Trucks									
	Pneumatic equipment									
1	Air compressors (diesel)									
	Dewatering equipment									
1	Pump (diesel)									
2	Pump (electric)									
	Power equipment									
1	Diesel generators									
2	Pile foundation Equipment (rotary driller)									
	- In-house laboratory									
	- Others									

Note: - If owned attach Registration Book.
If Rented attach agreement with the Party.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



SURAT MUNICIPAL CORPORATION
ANNEXURE-IV

Refer to Cl. no. IT-10, Point no 3 (b)

List of Main Technical Staff Employed by the firm as on Date

Sr. No.	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:

Enclosure:-
1] Photograph
2] Educational Certificates
3] Experience Certificates
4] Salary Proof / Documents

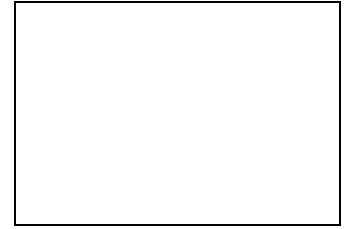
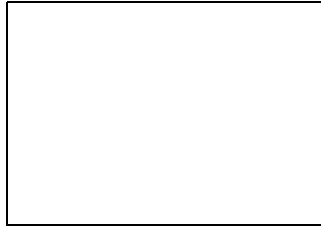
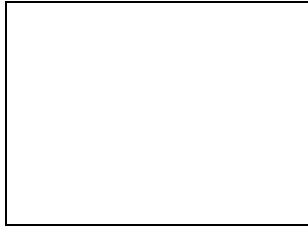


ANNEXURE-V

Refer to Cl. no. IT-10, Point no 3 (d)

Undertaking

Photographs of Partners, Managing Director



1. I/We agree that the decision of the SURAT MUNICIPAL CORPORATION in pre-qualification/selection of applicants/contractor, phasing of work and in any other project related matter, will be final and binding to me/us.
2. All the information and data furnished herewith and correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.
4. I/We do hereby declare that all the details, documents submitted are true and best of my knowledge. If any documents / papers submitted by me along with the said work tender found incorrect, fraud, with any mishap etc, I/We are sole responsible for the same.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



FORM - VI

'DECLARATION OF THE CONTRACTOR'

I / We hereby declare that I / We have made me / us thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Engineer or his duly authorized representative during execution of the work and to abide by the decision.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



ANNEXURE-VII

Refer to Cl. no. IT-10, Point no 3 (d)

“AFFIDAVIT*

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners have abandoned any work on National Highways and Bridges in India nor any contract awarded to us for such works by State Govt., Central Govt. or any other Corporation have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Project implementing unit.
5. The S.M.C 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 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.**



ANNEXURE-VIII

UNDER TAKING BY THE TENDERER FOR NOT BLACK LISTED ON RS. 300/-
GOVERNMENT STAMP PAPER

I/We..... Address..... Solemnly
affirm and state that on oath that (Name of Tenderer) has not been black listed
by any Government/Semi Government/Public Sector Undertaking/Public limited and not has been
banned/suspended business dealings with the said firm.

The information given above is true to the best of my knowledge.

I/We agree that if any notice in future, my/our bid/tender shall be rejected/terminated.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:

❖ It is mandatory to submit the above undertaking Affidavit through
online (Notarized colour scan copy) and also in hard copy.



5.0 GENERAL CONDITIONS OF CONTRACT:

GC-01 DEFINITIONS AND INTERPRETATIONS:

1. In the contract documents, as herein defined the following words and expressions used shall unless, repugnant to the subject or context thereof, have the following meaning assigned to them.
2. The “owner” shall mean The SURAT MUNICIPAL CORPORATION, Surat represented by City Engineer / Additional City Engineer / Divisional Head of the department or any other officer authorized by the Municipal Corporation.
3. The “Contractor” shall mean the persons, firm, or company whose tender has been accepted by the owner and includes his legal representative, successors and permitted assignees.
4. The “Engineer-in-charge” shall mean the technical representative of SURAT MUNICIPAL CORPORATION, Surat viz. Hydraulic Engineer or his technical subordinates who are authorized to carry out the work and having such technical powers and responsibilities that may be given by the owner from time to time.
5. The “Engineer-in-charge’s representative” shall mean any Engineer or Asstt. to the Engineer-in-charge designated from time to time by Engineer-in-charge to perform duties set forth in the Tender documents whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.
6. The “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.
7. The “Contract price” shall mean total money payable to the Contractor under the contract documents.
8. The “Addend” a shall mean the written or graphic notices prior to submission of tender which modify or interpret the contract documents.
9. The “Contract Time” shall mean the number of consecutive calendar days/ months for the completion of work as stated in the executed contract agreement.
10. The “Contract” shall mean agreements between the parties for the execution of works including therein all contract documents.
11. The “Tender document” shall mean Designs, Drawings, specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
12. The “Sub-Contractor” means 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 assignees of such person, firm or company.
13. 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) there under. It shall also



mean the latest Indian Standards 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. 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.

14. The “Drawing” 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.
15. The “work” shall mean the works to be executed in accordance with the context or the part thereof as the case may be and shall include extra, additional altered or substituted works 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.
16. The “Permanent work” means works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.
17. The “Temporary work” shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
18. The “site” shall mean the land and other place on, under or through which the work is to be carried out. 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.
19. “The Construction Equipment” means all appliances/equipments of whatever nature required in or for execution, completion or maintenance of work or temporary works(as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
20. “Notice in writing” or “written Notice” means a notice written, typed or printed form delivered personally or sent by registered post to the latest known private or business address at Registered office of the Contractor.
21. The “Alteration / Variation order” means an order given in writing by the owner within the provisions of the Contract.
22. The “Final Test Certificates” shall mean the final test Certificate issued by the Engineer-in-charge when the work has been completed to his satisfaction.
23. The “Completion Certificate” shall mean a certificate to be issued by the Engineer-in-charge when the work has been completed to his satisfaction.
24. The “Final Certificate” shall mean the final certificate issued by the Engineer-in-charge after the work is finally accepted by the owner.
25. “Defect Liability Period” shall mean the specified period between the issue of completion certificate and the final certificate as specified in the tender.



26. “Approved” shall mean approved in writing including subsequent modification in writing of previous verbal approval and “Approval” means approved in writing including as aforesaid.
27. “Letter of Acceptance” shall mean a letter to the Tenderer, intimating that the tender has been accepted in accordance with provisions contained therein.
28. “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.
29. “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.
30. “Security Deposit” shall mean the deposit to be held by the owner as security for the due performance of contractual obligations.
31. “Retention Money” shall mean the money retained from R.A. bill for due completion of work.
32. Unless otherwise specifically stated, the masculine gender shall include the feminine and neutral genders and vice versa and the singular shall include the plural and vice versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY:

The site of works is within the limits of SURAT MUNICIPAL CORPORATION It is served by all weather roads and Western Railways Broad Gauge line. The intending Tenderer should inspect the site and make him familiar with site conditions and available communication facilities.

Non availability of access/roads shall in no case be the cause to condone any delay in the execution of work or be the cause for any claims or extra compensation.

GC-03 SCOPE OF WORK:

The scope of work shall be in accordance with General conditions of contract, Special conditions of contract, memorandum, schedule of quantity and rates, General Specifications of materials, item wise detailed technical specifications, various sections and subsections of this tender document. The Contractor shall provide all necessary materials equipment and labour etc. for the execution of the work till completion. All materials for the work shall be approved by the Engineer-in-charge prior to procurement and use.

Owner at his discretion may endeavor to provide water to the Contractor at the owner’s source of supply at one point at the rate charged for such works.

The Contractor shall make his own arrangement for the distribution pipe net works from the source of supply after getting prior permission for the same from the Engineer-in-charge. Supply of water shall not be free and the necessary charges as fixed by the local body shall have to be paid by the Contractor.

However, owner does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangements and for the timely completion of the work as stipulated.



POWER SUPPLY:

The Contractor shall have to make his own arrangements for power supply.

LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP:

Owner will not be in a position to provide land required for Contractor's field office, go down and workshop. The Contractor shall have to make his own arrangement for the same.

GC-04 RULING LANGUAGE:

The language according to which the Contractor shall be instructed and interpreted shall be English. All entries in the contract documents and all correspondence between the Contractors and the Municipal Corporation or the Engineer shall be in English. All dimensions for the materials shall be given in SI/Metric units only.

GC-05 INTERPRETATION OF TENDER DOCUMENT:

- (1) The provision of the General conditions of contract and special conditions of contract shall prevail over those of any documents of the contract unless specifically provided otherwise. Should 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 decisions. The Engineer-in-charge's decision in such case shall be the final and binding to the Contractor.
- (2) Works shown upon the drawings but not described in the specifications or described in the specific specifications without showing on the drawings shall taken as described in the specifications and shown on the drawings.
- (3) 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 documents 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.
- (4) Unless otherwise stated specifically in this contract documents the singular shall include the plural and vice versa wherever the context so requires. Works implementing persons shall include relevant corporate companies/registered associations / body of individual / firm of partnership etc.
- (5) Notwithstanding the sub division of the documents into separate sections and volumes every part of such 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.
- (6) Where any portion of the conditions of contract is repugnant to or in variance with any provisions of the special conditions of contract, then, unless different intension 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.
- (7) The materials, design and workmanship shall satisfy the latest 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.



- (8) If the specifications mention that the contract shall perform certain work or provide certain facilities, it will mean that the Contractor shall do so at his own cost.

(9) **CONTRACTOR TO OBTAIN HIS OWN INFORMATION:**

The correctness of the details given in the tender documents is not guaranteed. The Contractor shall independently obtain all necessary information for making the tender. The Contractor shall be deemed to have examined the contract documents to have generally obtained his own information in all matters that might affect carrying out of the work or the Tenderer rates. Any error in description of quantity or commission there from 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 tenderer 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 what all works he has to complete in accordance with the contract whatsoever be the defects, omission or errors that may be found in the surroundings to have satisfied himself to the defects, omission 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 communication whether by land, air or water and as to possible interceptions thereto and the access and agrees from the site, to have made inquires, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other 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 inquires as to the 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, custom duty and other charges.

Any neglect or failure on the part of the Contractor in obtaining necessary and reliable information upon the forgoing or any other matters affecting the contract shall not relieve him from any risks or the entire responsibility from completion of the work at the tendered rates and time in strict accordance with the contract documents.

No verbal agreement or inference from Conversation with any officer or employees of the owner before, during or after the execution of the contract agreement shall in any way affect or modify 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 considerations and circumstances affecting the tender price as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understand that no additional allowances except as otherwise expressly provided, will afterwards, be made beyond the contract price. The Contractor shall be responsible for any misunderstanding or incorrect information given in writing by the Engineer.

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 particular furnished in writing to the Contractor by the Municipal Corporation or the Engineer.



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 liabilities obligations set further or implied in the contract for the proper execution of work for compliance with requirements of Articles GC-19 thereof.

GC-09 DISCREPANCIES:

The drawings and specifications are to be as mutually explanatory of each other, detailed drawings being followed in preference to small-scale drawings and figures, dimension in preference to scale and special condition in preference to general conditions. Special direction or dimension given in the specifications shall supersede all else should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings or as to the dimension or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works 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 Hydraulic Engineer in case reference be made to him, be binding upon the Contractor 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 works and things necessary for the proper completion of the works as implied by the drawings and specifications, even though such works and things are not specially shown and described in said specifications. In cases where no particular specifications are given for any article to be used under the contract relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GURANTEE: (SECURITY DEPOSIT)

The total Security Deposit is 4% (Four) percent of contract value and shall be as under:

The successful tenderer shall have to pay as initial security deposit at 2% (two) percent of the tendered amount. Security Deposit (2%) shall be in cash or in the form of Demand Draft/ Pay Order/ ~~Bank Guarantee (revocable at Surat) / Fixed deposit~~ of nationalized bank or scheduled banks like -IDBI, HDFC, ICICI and AXIS banks issue in favour of Municipal Commissioner, SURAT MUNICIPAL CORPORATION, Surat payable at Surat. ~~The duration of F.D.R shall be the Scheduled time required to complete the work plus twelve months of defect liability period.~~

The remaining amount of the Security Deposit i.e. 2% of tendered amount shall be recovered from the running bills at the rate of 2% of the gross amount of each bill, so as to make the total Security Deposit of 4% of the tendered amount. The amount recovered from the running bills shall not be allowed to be transferred in the form of bank guarantee. ~~However, the remaining 50% (2% of security deposit) of the amount so deducted from R.A.Bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, issued in favour of "The Municipal Commissioner, SURAT MUNICIPAL CORPORATION, Surat" by a Nationalized Bank located at Surat only.~~ **The 2% of security deposit deducted from the running bill will be refunded after payment of final bill and initial security deposit 2% submitted will be refunded only after the expiry of defect liability period and after payment of final bill, and after rectifying the defects found if any, within defect liability period as intimated by S.M.C**

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% per day of the amount of security deposit will be charged. If the security deposit is not paid within one month with interest, the contract already accepted shall be considered as canceled and his Earnest money deposit shall be forfeited. **If S.D is submitted in the form of**



~~FDR, than in that case, stamp paper for entering in to the agreement shall be of value equal to 4.90 % of SD amount.~~

GC-11 INSPECTION OF WORK:

- 1) The Engineer-in-charge will have full power and authority to inspect the work at any time wherever in progress either on the site or at Contractor's any other manufactures workshop 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 representatives shall at all time during the usual working hours and all other times so notified, remain present to receive orders and instructions. Orders given to 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 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 recovered at Contractor's expenses for carrying out such inspection or measurement.

- 2) No material shall be dispatched from contract store on site of 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 work by Engineer-in-charge.

GC-12 DEFECT LIABILITY:

- Contractor shall guarantee the work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or that may remain undiscovered at the time of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by Contractor at his own expenses as desired by Engineer-in-charge or in default may cause the same to be made good by other agency and deduct expenses for which the certificate Engineer-in-charge shall be final, from any sums that may then or any time thereafter become due to the Contractor of sale thereof or of a sufficient portion thereof.
- From the commencement to completion of work Contractor shall take full responsibility for the cause of the work including all temporary works and in case any damage, loss or injury shall happen to work or any part thereof or to any temporary works from any cause whatsoever, the Contractor shall at his cost repair and make good the same so that at completion, work shall be in good order and confirm in every respect with the requirements of contract and as per the instructions of the Engineer-in-charge.
- If at any time before the work is taken over, the Engineer-in-charge shall –
 1. 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 clauses (b)), as soon as reasonably practicable give to the 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.



2. In case Contractor fails to do so, owner may take at the cost of the Contractor, such steps as may be in all circumstances are reasonable to make good such defects. The expenditure so incurred by the SURAT MUNICIPAL CORPORATION will be recovered from the amount due to Contractor. The decision of Engineer-in-charge with regards to the amount to be recovered from Contractor will be final and binding on the Contractor.

GC-13 POWER OF ENGINEER-IN-CHARGE TO GIVE FURTHER INSTRUCTION:

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 Contractor and the works and efficient execution of the works 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 effectually as thought the same had accompanied or had been mentioned or referred to in 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, the Contractor shall nevertheless carry it out and any disagreement as to the nature of work and the rate to be paid thereof shall be resolved. The time of completion of works, in the event of any deviations, resulting in additional cost over the contract sum being ordered then be extended or reduced reasonable by the Engineer-in-charge. The Engineer-in-charge's decision in the case shall be final and binding.

GC-14 PROGRAMME:

The time allowed for execution of works shall be essence of the contract. The contract period shall commence from date of Notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate the construction schedule; the month-wise program required for the execution of the works 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 program of time schedule for execution of the works in accordance with specifications and the completion date. The entire program to be finalized by the Contractor has to confirm to the execution period mentioned along with the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such submitted program by Contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUBLETTING OF WORKS:

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 WORKS ETC.

The owner may give written consent to sub Contractors for execution of any part of the work at the site being entered upon by the Contractors provided each individual sub Contractor is submitted to the Engineer-in-charge before being entered in to and approved by him. List of sub Contractors is to be supplied. Notwithstanding any subletting with such approval as aforesaid and not withstanding the Engineer-in-charge shall have receive copies of any sub Contractors, the Contractors shall be and shall remain solely responsible for the quality and proper expeditions and execution of the works and the performance of all the conditions of contract in all respect 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:

- 1) The work covered under this contract shall be commenced from the date Contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time 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 will be penalized for the delay.
- 2) The general time schedule for construction is given in the tender document. Contractor shall prepare a detailed weekly or monthly construction program in consultation with Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly. The time for construction 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:

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-charge within 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred. The Engineer-in-charge if in his opinion considers that there are reasonable grounds for granting an extension may refer to the owner for considering grant of such extension being necessary or proper. The decision of the owner in this matter shall however be final.

GC-19 CONTRACT AGREEMENT:

The successful Tenderer shall when called upon to do so, enter into and execute the contract Agreement within (15) fifteen days of the Notice of Award. It should be incumbent on the Contractor to pay the stamp duty and the legal charges for the completion of the contract agreement as per legal requirements.

GC-20 PENALTY FOR DELAY:

If the contractor fails to complete the work within the stipulated completion date for the work, he shall pay penalty for delay at 0.2% (Zero point two percent) of contract value per day of delay in completion and handing over the work or part thereof as the case may be to The SURAT MUNICIPAL CORPORATION. The amount of penalty for delay However, is subjected to a maximum of 10% (Ten percent) of the contract value. Delays in excess of one hundred days will be a cause for termination of the contract and forfeiture of all security for performance.

GC-21 FORFEITURE OF SECURITY DEPOSIT:

Whenever any claims arise 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 balance remaining 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.

- (A) To rescind the contract (of which rescission notice 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.
- (B) 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 10% costs on above 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 and conclusive against the Contractor.
- (C) To measure up the work of the Contractor and to take such part hereof as shall be unexecuted out of his hand give it to another Contractor to complete. In this case the excess expenditure incurred than what whole have been paid by the original Contractor, if the said work had been executed by him shall be paid to the original Contractor, if the said work had been executed by him shall be earnest and paid by the original Contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and or the excess expenditure the certificate of the Engineer-in-charge shall be final and conclusive.

In the event of 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 produced 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 of 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 will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. In the event of the owner putting in force powers as stated in a,b,c above vested in him under the preceding clause, he may if he so desires, 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 if the Contractor fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the date, time or place of the sale 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 ALTERNATION OR RESTRICTION OF WORK:

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing to 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 claim for compensation by reason if any alternations having been made in original specifications, drawings, designs and instruction 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 SURAT MUNICIPAL CORPORATION 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 subletting clause hereof and the same action may be taken and the same consequence shall ensure 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 & OWNER'S SITE OFFICES:

The Contractor shall provide and maintain an office 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.

The Contractor shall have an office adjacent to the site of work at a place as may be approved by the Engineer-in-charge where all directions and notices of any kind whatsoever, which the client or Engineer-in-charge or his representative may desire to give to the contractor in connection with the contract, may be left and the same when left or sent by post to such office or delivered to the contractor's authorized agent or representative, shall be deemed to be sufficiently served upon the Contractor.



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 equipments, 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 supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working. If in the opinion of the Engineer-in-charge additional properly qualified supervision staff is considered necessary it 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 Contractor, if 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 foreman or other employees shall in the opinion of Engineer-in-charge, 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 reemployed in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expenses of the Contractor by a qualified and competent substitute. Should the Contractor be required to repatriate any person removed from the works 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, 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 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 SURAT MUNICIPAL CORPORATION 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 works at the site executes any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, The SURAT MUNICIPAL CORPORATION may give written notice to the Contractor to terminate such sub contract and the Contractor upon the receipt of such notice shall terminate such sub-contract and the later shall forthwith leave the works 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 ATTORNEY:

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,

- (a) Fail to carry out works in conformity with the documents or
- (b) Fail to carry out the works in accordance with the time schedule or
- (c) Substantially suspend work or the works for a period of fourteen days without authority from Engineer-in-charge.
- (d) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge or
- (e) Fail to supply sufficient or suitable construction plant, temporary works, labour, materials, or things or
- (f) 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 breach 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
- (g) Abandon the work or
- (h) During the continuance of the contract becomes bankrupt, makes any arrangement or compromise with his creditors, or permits any execution to be levied or go into liquidation whether compulsory or voluntary then in any such case :

The owner shall have the power to enter upon the works 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 works 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 authorities 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 by reason of his taking possession of the works or of the work being got completed by other Contractor incur excess certified 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 construction 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 of civil construction to work in close cooperation and coordinate the work with other Contractors or their authorized representatives and the Contractor will put a joint scheme



with the concurrence of other Contractor 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 will call the parties concerned and modify the scheme if required. No claim will 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 works 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 will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained for works 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 about all contents therein.

GC-34 RIGHT OF VARIOUS INTERESTS:

The owner reserves the right to distribute the work amongst more than one Contractor. Contractor shall co-operate and aforesaid reasonable opportunity to other Contractors for access to the works, for the carriage and storage of materials and execution of their works.

Wherever the work is 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 portion of the work in general harmony.

GC-35 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 subsequently agreed to by the parties shall be made generally monthly on submission of all bills by the Contractor 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-36 (Retention money) 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 will be based on the measurement at various stages of the work in accordance with the condition at Clause GC-75 (measurement of work in progress)

GC-36 RETENTION MONEY:

Pursuant to Clause GC-35 (Terms of Payment) on all money due to the contractor for work done, Municipal Corporation will hold as retention money of **Five percent (5%) of the value of work done**. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Municipal Corporation and completion certificate issued by the Municipal Corporation in pursuant to



Clause No. GC-81 (Completion Certificate). The Retention money such deducted from R.A. bill shall be released with the final bill only. However, after the assurance of completion certificate, Municipal Commissioner may at its own discretion and having considered the Contractor's performance and diligence during the contract time, allow the retention money to converted into a Bond as stipulated in the Clause GC-10 (Performance Bond {Security 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 Municipal Corporation 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 of law or otherwise from the Contractor.

GC-38 CONTINGENT FEE:

- 1) 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 commission payable by the Contractor to establish commercial or selling agent for the purpose of securing business.
- 2) No officer or employee of the Municipal Corporation be admitted to any share or part of his 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 instructions given to him by the Engineer-in-charge in accordance with the contract or shall contravene the provisions of the contract, the SURAT MUNICIPAL CORPORATION may give notice in writing to the Contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days of receipt, if the Municipal Commissioner shall think fit, it shall be lawful for the Municipal Corporation without prejudice to any other rights may have under the contract to terminate the contract for all or part of the works, and to make any other arrangements. It shall deem necessary to complete the work outstanding under the contract at time of termination. In this event Article GC-15 (subletting of work) and GC-16 (Sub Contracts for Temporary works 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 works which the Contractor may have at the site at the time of termination of the contract.

GC-40 DEFAULT OF CONTRACTOR:

- 1) The Municipal Corporation may upon written notice of default to the Contractor terminate the contract in circumstances detailed hereunder:
 - a) If in the judgment of the Municipal Corporation the Contractor fails to make completion of works 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.
 - b) If in the judgment of the Municipal Corporation the Contractor fails to comply with any of the provision of this contract.
- 2) In the event the Municipal Commissioner terminates the contract in whole or in part as provided in Article GC-47 (Termination of Contract) the Municipal Corporation reserves



the right to purchase up on such terms and in such manner as it may deem appropriate plant similar to that terminated and the Contractor will 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.

- 3) If this contract is terminated as provided in this paragraph GC-30 (Power of Entry) 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 following case or any of the cases in the manual and as directed by the Municipal Corporation.
 - a) Any partially completed information and contract rights as the Contractor has specifically produced or acquired for the performance of the contract so terminated.
- 4) In the event the Municipal Corporation does not terminate the contract as provided in the paragraph GC-47 (Termination of Contract) the Contractor shall continue performance of the contract, in which case he 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 members 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 satisfaction guarantee for the due and faithful 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 Corporation.

GC-42 OWNERSHIP:

Works supplied pursuant to the Contract shall become the property of the Municipal Corporation from whichever is the earlier of the following times namely.

- a) When the works are completed pursuant to the contract
- b) When the Contractor has been paid any to which he may become entitled in respect thereof pursuant to clause GC-35 (Terms of Payment)

GC-43 DECLARATION AGAINST WAIVER:

The condonation by the Municipal Corporation of any breach or 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 the payment of a sum of 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 Municipal Corporation 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 Municipal Corporation 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 notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under Article GC-47 of this contract and notwithstanding the fact that the amount of the final bill figure in the award.

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 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 question of fact arising under the contract shall be decided by the Engineer-in-charge, subjected 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 dispute issues shall be settled as provided in (a).

a) **DISPUTES OR DIFFERENCE TO BE REFERRED TO:**

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-in-charge 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 and 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.



Should 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 Standing Committee. Then also, if the said question of difference or dispute remains unsolved / unsettled and if the contractor is dissatisfied with any such decision of the Standing Committee, then the matter may be referred to the court of law subject to SURAT JURISDICTION.

GC-47 TERMINATION OF THE CONTRACT:

- 1) 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 then prompt notification in writing shall be given by the party affected to the other.
- 2) If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations cannot 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 will be made as follows –
 - a) The Contractor shall be paid for all works 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.
 - c) The Municipal Commissioner also release all bonds and guarantees at its disposal except in case 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. Should the Contractor fail to refund the amount received in excess within the said period such amount shall be deducted from the bonds or guarantees provided.
- 3) 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-48 CHANGES IN CONSTITUTION:

Where the Contractor is a partnership firm, the prior approval in writing of the Municipal Commissioner shall be obtained if 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 likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works 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-49 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 will 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-50 LIEN OR CLAIM:

If at any time, there should 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 become due and payable to 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-51 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-52 WORK IN MONSOON:

When the work continues in monsoon, the Contractor shall maintain minimum labour force required, for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will 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-53 WORK CLOSED ON SUNDAYS AND HOLIDAYS AND BETWEEN SUNSET AND 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 withholding such permissions. There 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-54 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-55 DRAWING TO BE SUPPLIED TO THE CONTRACTOR:

Where drawings, dates, 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.

"Certified true for _____ Project
Agreement No. _____
Signed: _____
Contractor) (Engineer-in-charge)

Drawings will be approved with three (3) weeks of the receipt of the same by the Engineer-in-charge.

GC-56 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, theodolite etc. and other materials and skilled/unskilled labourers 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 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 Centre 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 Theodolite. The work shall not be started unless the setting out is checked by Engineer-in-charge in writing but such approval shall not relieve the Contractor of his responsibilities. The Contractor shall provide all materials, labour and other facilities necessary for checking at his own cost.



The Contractor shall protect pillars bearing geodetic marks on site. On completion of the work the Contractor shall submit the geodetic documents according to which the work has been carried out.

GC-57 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 the 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 of work all tools, tackle, construction plant 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 desired by the Contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks supplied by reputed firms on the Director General (Supply and Disposal) list.
- 2) If however the Engineer-in-charge feels that work is likely to be delayed due to Contractors inability to procure the materials, the Engineer-in-charge shall have the right to procure materials from the market and the Contractor will accept these materials at the rates decided by Engineer-in-charge.

GC-58 MATERIALS TO BE SUPPLIED BY THE OWNER:

- 1) If the contract provides certain materials or stores to be supplied by The SURAT MUNICIPAL CORPORATION such materials and stores shall be transported by the Contractor at his cost from The SURAT MUNICIPAL CORPORATION's stores or Railway Station. The sum due from Contractor for the value of materials supplied by the owner will 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 work, Contractor has to account for the full quantity of materials supplied to him.
- 2) The value of store materials supplied by The SURAT MUNICIPAL CORPORATION 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 SURAT MUNICIPAL CORPORATION, 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 un-used at the time of completion of work or termination of contract shall be returned to The SURAT MUNICIPAL CORPORATION's store or any other place as directed by the Engineer-in-charge in perfectly good condition at Contractor's cost. When materials are issued / supplied free of cost for use in work and surplus and unaccounted balances thereof are not returned to the Municipal Corporation, recovery in respect of such balance will be affected at double the applicable issue rate of the materials or the market rate whichever is higher.



GC-59 CONDITIONS OF ISSUE OF MATERIALS BY THE SURAT MUNICIPAL CORPORATION:

- a) The materials specified to be issued by The SURAT MUNICIPAL CORPORATION to the Contractor shall be issued by The **SURAT MUNICIPAL CORPORATION's store/any places within city limit or** at Railway Station and all expenses for its shifting to site shall be borne by the Contractor. The materials will be issued during working hours and as per rules of The SURAT MUNICIPAL CORPORATION 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) Materials shall be issued by The Municipal Corporation in Standard / non-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 should take the delivery of the materials issued by The SURAT MUNICIPAL CORPORATION after satisfying him that they are in good conditions. Once the materials are issued, it will 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 cost 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 SURAT MUNICIPAL CORPORATION, on account of natural calamities, act of enemies, other difficulties beyond the control of The SURAT MUNICIPAL CORPORATION, The SURAT MUNICIPAL CORPORATION carries no 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 indemnify bond the prescribed form of 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 SURAT MUNICIPAL CORPORATION and the time when the same will 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 hand 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 material at The SURAT MUNICIPAL CORPORATION's store at his own cost.



GC-60 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 SURAT MUNICIPAL CORPORATION either by issue from The SURAT MUNICIPAL CORPORATION 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 if required by Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract 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 the breach of the aforesaid condition, the Contractor shall in terms of licenses of permits and /or for criminal breach of trust be liable to compensate, the SURAT MUNICIPAL CORPORATION 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 has to be determined by the Engineer-in-charge and his decision shall be final and conclusive.

GC-61 MATERIALS OBTAINED FROM DISMENTALING:

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 will be the property of The Municipal Corporation and will be disposed of as per instruction of Engineer-in-charge in the best interest to The SURAT MUNICIPAL CORPORATION

GC-62 ARTICLE OF VALUE OR TREASURE FOUND DURING CONSTRUCTION

All gold, silver and other minerals of any description and all previous 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 properly preserve the same to the satisfaction of Engineer-in-charge and shall hand over the same to the owner.

GC-63 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 drawings and specifications the same shown in drawing shall be considered as final and will be binding upon the Contractor.

GC-64 SCHEDULE OF QUANTITIES AND EXTRA ITEMS:

(a) Schedule of Quantities:

Variations in the quantities of work in the bill of quantities shall not vitiate the contract. The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less or more than those entered in the tender. The Contractor shall be bond to carry out the additional work up to 30% (thirty percent) of tender amount, in accordance to any instruction, which may be given to him in writing



signed by the Engineer-in-charge, after obtaining prior approval/sanction from the competent authority of the SURAT MUNICIPAL CORPORATION at the sanctioned tender rate.

(b) Extra Items:

Extra item of 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 rate for extra item shall be derived from the **S.O.R. (R & B Division, Surat) of year 2023-24 or GWSSB SOR 2022-23** and quoted premium of the tender. If the rate of the extra item is not available in S.O.R. then it will be derived on prevailing market rates. However, the decision of the Engineer-in-charge shall be final and binding to the Contractor. No quoted premium of the tender will be paid on market rates.

GC-65 ACTION WHEN NO SPECIFICATION IS ISSUED:

In case of any class of work for which no specification is supplied by The SURAT MUNICIPAL CORPORATION in the tender documents, such work shall be carried out in accordance with I.S.S. which, if do not cover the same; the work should be carried out as per standard Engineering practice as directed and approved by Engineer-in-charge.

GC-66 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 will avoid loss of profit or gain in case of curtailment or change of specification for any item in case it is noticed that the rates quoted by a tenderer for any item is usually high or unusually low, it will be sufficient cause for rejection of tender unless, the SURAT MUNICIPAL CORPORATION is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be furnished by the tenderer on demand.

GC-67 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-68 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 or fabrication or on site or at any such place. Contractor shall provide assistance, instrument, labour 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 will be necessary in connection with the execution of work as decided by Engineer-in-charge. They 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-69 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 imperfect or of unskilled workmanship or otherwise not in accordance with the contract, the Engineer-in-charge or his authorized representative shall demand in writing by specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectification or removal and reconstruction of the complained work, materials or articles 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 continues 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-70 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 will be granted to the Contractor corresponding to the delay caused by such suspension of work if applied for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.

GC-71 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 SURAT MUNICIPAL CORPORATION has the right to carry out such parts of work as The SURAT MUNICIPAL CORPORATION may designate whether by purchasing materials and engaging labour or by the agency of another Contractor. In such cases The SURAT MUNICIPAL CORPORATION 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 should the total amount thereof exceed the amount due to Contractor, Contractor shall pay the difference to The SURAT MUNICIPAL CORPORATION.

GC-72 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 will be made and the contract shall be deemed to be modified accordingly.



GC-73 COMPLETION CERTIFICATE:

As soon as the work has been completed in accordance with contract (except in minor respect that do not affect their use for the purpose of which they are intended and except for maintenance thereof) as per general conditions of contract and has passed the tests on completion, the Engineer-in-charge shall issue certificate (hereinafter called completion certificate) in which he shall certify the date on which work has been completed and has passed the said tests and The SURAT MUNICIPAL CORPORATION shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, the SURAT MUNICIPAL CORPORATION shall be entitled to take over any group or groups before the other or others and there upon the Engineer-in-charge will issue a completion certificate which will, however, be for such group or groups so taken over only. In order that Contractor could obtain a completion certificate he shall make good, with all speed any defect arising from the defective materials supplied by Contractor or workmanship or any or omission of contract that may have been discovered or developed after the work or group of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within a reasonable time, the SURAT MUNICIPAL CORPORATION may proceed to do work at Contractor's risk and expenses and deduct from the final bill such amount as may be decided by the SURAT MUNICIPAL CORPORATION If by reason of any default on the part of the Contractor a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by Contractor for completion of work, the SURAT MUNICIPAL CORPORATION shall be at liberty to use work or any portion thereof in respect of which a completion certificate has been issued provided that work or the portion thereof so used as aforesaid shall be aforesaid reasonable opportunity for completion of this work for the issue of completion of this work for the issue of completion certificate.

GC-74 SCHEDULE OF RATES:

- 1) The price / rates quoted by the Contractor shall remain firm till the issue of final certificate no price adjustment shall be given 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 handing over 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 which 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 complete 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 describe specifically in contract documents.
- 2) The Schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work, pumps materials, labour 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 of work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, 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 will be granted to obtain. All of such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor will also obtain 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 The SURAT MUNICIPAL CORPORATION 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 will 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 will be jointly measured by the representative of Engineer-in-charge and Contractor's authorized agent. Such measurements will 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 whenever required by the Engineer-in-charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer-in-charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on Contractor.
- 2) Contractor will submit a bill in approved Performa 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 as far as admissible adjusted if possible within 10 days of presentation of the bills.
- 3) In case of Tenders for completed items of work, Contractor may be allowed "Secured Advance" on the Security of materials brought to site for execution of the constructed items of work the extent of 75% of the value of materials of imperishable nature and an agreement be drawn up with Contractor under which the owner secures a lien on these materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be postponed till the whole work is completed but shall be adjusted from his work done or the materials used. The necessary deductions being made when the items of work in which they are used are billed for. When the mode of measurement is not covered by contract for any item of work it shall be as per latest I.S. codes.

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

All running account payment 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 contract 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 particulars 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 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 shall be paid by The SURAT MUNICIPAL CORPORATION of any rights in respect thereof.

GC-78 PAYMENT OF CONTRACTOR'S BILL:

- 1) The price to be paid by The SURAT MUNICIPAL CORPORATION 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/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs. 5000/-, Contractor on submitting the bill thereof will 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 will be made after making necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit, etc. The payment may be released to the Contractor within thirty (30) days of submission of the bill in case of running bill and with in two (2) months in case of final bill. Contractor shall present the bill duly pre receipted on proper revenue stamp. Payment due to Contractor shall be made by the 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 may be submitted by Contractor within (2) months of the date of physical completion of work, otherwise the Engineer-in-charge's certificate of measurement and of total amount payable for 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 of the company.

GC-81 COMPLETION CERTIFICATE:

- 1) When the Contractor fulfils 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.
- 2) Within 2 (two) months of completion of work in all respects, 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 cleared off from 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, labour 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 as he thinks fit.

- 3) The following documents will form the completion documents:
 - i) Technical documents according to which work was carried out.
 - ii) Construction drawings showing therein the modifications and corrections made during the course of execution signed by Engineer-in-charge
 - iii) Completion certificate for Embedded or Covered up work.
 - iv) Certificate of final levels as set out for various works.
 - v) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to The SURAT MUNICIPAL CORPORATION, a store duly supported by necessary documents.
- 4) Upon expiry of the period of defects, 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.
- 5) Final Certificate only Evidence of Completion

Except the final certificate no other certificate or payments against a certificate or a 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 ETC:

All charges on account of Octroi, terminal tax or Sales tax etc. and other duties on material obtain for the works from any source shall be borne by the Contractor. 'P' and 'C' form shall not be supplied by the Municipal Corporation.

The bidder is advised, directed to take into consideration all the Central/State/ Local Self-Government taxes, levies. No tax/nor any Govt. levy shall be paid extra and/or separately. However, the deduction of Tax/Levy, if any, shall be ensured from payment due to be made time to time in accordance with the provisions of Central/State Govt. Laws, orders issued from time to time and remaining in force.

GST (GOODS & SERVICE TAX) has come in existence from 1st July, 2017. Contractor / Successful Bidder is 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.



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 nonpayment of the GST to the Government may lead to the termination of contract and forfeiture of Security Deposit /Performance Guarantee Amount.

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 shall be liable for the same.

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.

The Construction labour welfare cess shall be deducted from R.A. bill & Final of the contractor at the prevailing rate. The current rate of labor cess is 1% of the capital amount.

GC-83 INSURANCE:

The contractor shall take **“all contract risk insurance policy” for the maximum amount of either estimated or sanctioned tender amount of the subjected project, whichever is higher and up to the defect liability period, “Workmen Compensation Policy” for all workers and labourers of contractor and client working at site and “Third Party”.**

“Insurance policy” to fully cover all third party type risk. The insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the client and the policy shall be deposited with the client.

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 work of owner if such loss or damage is due to fault and / or the negligence or will 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 The SURAT MUNICIPAL CORPORATION'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 contract his employees agents representatives of sub Contractors.

GC-85 LABOUR 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 labours 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 labour below the age of eighteen (18) year is employed on work.
- 3) Contractor shall pay to the labours engaged on work according to the law.
 - a) The Contractor and sub Contractors of the Contractor shall obtain proper authority designated in this behalf under any applicable law, rules or regulations (including but not restricted to the factories act and contract labour Abolition and Regulation Act 1970) in so far as applicable any and all such licences, 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 or 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 regulations and other authorization and laws, rules and regulations applicable thereto.
 - b) The Contractor shall have to keep the record of the labourers employed for the concerned work. The Contractor should provide attendance card, identification card pay etc. to the labours employed. Further, the amount of ESI and Provident Fund should be deducted from the salary of the labourers employed and such amount should invariably be deposited to the concerned Government Departments. In addition, the amount of social security amount should invariably be deposited directly to the concerned Government Departments. In the same context, the details regarding such amount deposited to the concern Govt. Deptt. and labourers employed shall be furnished to the office of Hydraulic Department of SMC 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 labourers 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 SURAT MUNICIPAL CORPORATION

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 actions, 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 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 labour (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 to be 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 The SURAT MUNICIPAL CORPORATION under sec (12) sub section (2) of the said Act The SURAT MUNICIPAL CORPORATION shall be at liberty to recover sub amount from any surplus due to the Contractor or the security deposit. The SURAT MUNICIPAL CORPORATION will not be bound to context 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 and other damages that could be caused by the execution of these works and made good at his cost any such damage so caused.

GC-87 IMPLEMENTATION OF APPRENTICE ACT 1964:

Contractor shall comply with the provisions of the Apprentice Act 1964 and the orders issued there under from time to time. If he fails to do so, it will 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:

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 labour 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.

1.0 FIRST AID AND INDUSTRIAL INJURIES

- 1.1 Contractor shall maintain first aid facilities for its employees and those of his sub Contractor.
- 1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall 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.

2.0 GENERAL RULES:

Carrying striking matches' lighters inside the project area and smoking within the job is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, no 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.



3.0 SCAFFOLDING:

- 3.1 Suitable scaffolding shall be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable foothold and handholds shall be provided on the ladder and the same shall be given inclination not steeper than 1 to 4 (horizontal and 4 vertical).
- 3.2 Scaffolding or staging more than 3.6 M (12) above the ground or floor swing or suspended from any overhead support to erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3) high above the floor or platform of scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building or structure.

4.0 MAINTENANCE OF SAFETY DEVICES:

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 facilities should be provided at or near place or work.

5.0 DISPLAY OR SAFETY INSTRUCTIONS:

The safety provisions should 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.

6.0 ENFORCEMENT OF SAFETY REGULATIONS:

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.

7.0 NO EXEMPTION:

- 7.1 Notwithstanding the above clauses, 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 abide 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 provision of the workman's compensation act . On the occurrence of an accident arising out of the works 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 in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractors 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 the Contractors failure to report in the manner aforesaid. These includes penalties or fine as a consequence of failure to give notice under the workman's compensation Act or failure to conform 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 workmen's compensation Act VIII of 1923 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 money due and payable to the Contractor such sum or sums or money as may in the opinion of the Engineer-in-Charge be sufficient to meet such liability. On receipt of award from the labour commission in regard to quantum of compensation, the difference in amount will be adjusted.

GC-91 WATER CHARGES:

If possible, S.M.C. will provide water for construction and for the laborers, staff deployed at site by the Contractor. In such case if pipe network facility of Surat Municipal Corporation is available to nearby site area; the contractor shall have to apply for getting water connection through the license plumber to the concerned zone, in prescribed format and as per prevailing rules and regulations of the Surat Municipal Corporation. Contractor shall have to pay all the connection charges as may be asked by the concerned zone. The necessary periodic water charge bills shall have to be paid by the contractor as and when issued by the Surat Municipal Corporation and the copy of the paid bill shall be submitted from time to time to this office. Any dues, regarding water charges shall be recovered from the running bills/Final bill etc before making final payment for the aforesaid work. The connection has to be disconnected from the site after completion of the work, under the intimation to this office.

Contractor/contractors are allowed to use the SMC water through tankers from any of the nearby water distribution centre of the Surat Municipal Corporation at the prevailing rules and rates and depositing the necessary amounts.

Contractor may make his / their own arrangement of water for execution/ drinking purpose. In such case, the contractor shall have to apply with written application/request to the Engineer-in-charge within 30 days from the date of issue of work order for aforesaid work and / or from date of starting the work at site. However, the water shall have to be tested fit for construction / drinking purpose and shall meet with the tender specifications / I.S. requirements, prior to using for the execution. If the contractor fails to do so, water charge shall be recovered at the rate of 3.0% of (Three percent) execution cost of the Item of Schedule-'B'. (i.e. items in which cement will be consumed)

On the other hand, even if the contractor is not taking connection and makes other arrangement to use Municipal Water by tanker or tapping water from near private connection, water charges shall be recovered at the rate of 3.0% (three percent) executed cost of the Item of Schedule-'B'. (i.e. items in which cement will be consumed)

GC-92 TESTING AND INSPECTION CHARGES:

The Contractor shall have to bear all the charges for testing and inspection purposes. Here, it is clarified that, all the charges towards "Testing & Inspection" of all the items given in the tender & to be used for the proposed work shall be borne by the contractor. Further, charges for traveling expenses (to & fro) and accommodation for maximum two representatives from Surat Municipal Corporation shall be borne by the contractor. No expenses shall be borne by the contractor for testing & inspection by Third Party Inspection and project management consultant.

GC-93 SECURED ADVANCES:

No Secured advances shall be paid in any case.



GC-94 BASIC RATE:

Cement and Reinforcement Steel (CRS / TMT) shall be procured by the Contractor at his own cost. The basic/star rate for the above material is as below: (as per RAC/Out/No.142, Date.18/05/2026)

Cement:	Rs. 5,200 per M.T. (Without GST)
Reinforcement Steel (TMT) :	Rs. 52,000 per M.T. (Without GST)
Reinforcement Steel TMT (CRS):	Rs. 54,500 per M.T. (Without GST)

GC-95 ARBITRATION CLAUSE IS DELETED:

Arbitration clause shall be treated as deleted wherever specified in this tender document.

GC-96 (A) PRICE VARIATION CLAUSE:

This clause shall be treated as deleted wherever specified in this tender document.

GC-96(B) STAR RATE & DIFFERENCE FOR REINFORCEMENT STEEL & CEMENT:

This clause shall be treated as deleted wherever specified in this tender document.

GC-97 EVALUATION OF SUBMITTED QUALIFICATION OFFER BASED ON SUBMISSIONS MADE BY THE TENDERER.

The tenderer shall be fully responsible for correctness of submissions made whether same has been examined and approved by employer or not. In the event of misrepresentation or suppression of the matter/ fact by the tenderer, the action will be taken on the wrong tenderer as per procedure/ provision outlined in the tender document. Price bid will be opened of those tenderers, whose post qualification bids meet requirements of the qualifying criteria as laid down in tender.

GC-98 SPECIAL RISK

If during the contract, there shall be outbreak of war (whether war is declared or not), major epidemic, earthquake, or similar occurrence in any part of the world beyond the control of either party to the contract which whether financially or otherwise materially affects the execution of the contract, the contractor shall unless and until, the contract is terminated under the provisions of this article, use his best endeavors to complete the execution of the contract, provided always that the Corporation shall be entitled at any time after the onset of such special risks, to terminate the contract by giving written notice to the contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof. If any of the works, or materials to be delivered subjected to damage or distribution by reasons for the special risks, the contractor shall be entitled to payment for such damage or destroyed materials and to any costs involved in making good damages or destroyed materials as may be required by the Municipal Corporation.



The contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government fires, floods, cyclone, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the contractor shall within Ten (10) days from the beginning of such delay notify the Engineer-in-charge in writing the cause of delay. The Municipal Commissioner shall verify the facts and grant such extension as the facts justify.

GC-99 EMPLOYEE PROVIDENT FUND:-

- [1] The Contractor is required to have his own employer's code number under EPF Act, 1952 and is required to comply the applicable provisions of said statute regularly and totally.
- [2] Further the contractor for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.

GC-100 SPECIAL CLAUSES REGARDING REFUND/RECOVERY OF EXCESS/ADDITIONAL SECURITY DEPOSIT;

Refund / Recovery of security deposit

- (1) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent shall be refunded to the contractor while releasing the payment of final bill. In short the S.D. to be retained by the corporation after payment of final bill shall be equal to 2% of the amount of final bill as per prevailing norms or as per the norms decided from time to time.
- (2) The additional Security Deposit shall be recovered from the running bills when the total amount of work done by contractor upto the running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in round figure of Rs. 1000/- i.e. the amount of work done when exceed 5% of the contract value, it shall be rounded off to the nearest multiple of Rs. 1000/-. Such additional Security Deposit (Total 4% of the additional amount) shall be recovered for the work amounting to Rs. 5 lacks or more.

GC-101 RECOVERY OF CHARGES FROM ORIGINAL CONTRACTOR FOR RE-ADVERTISING

If the contractor fails to complete the work and the Additional City Engineer on behalf of the corporation take action in accordance to 2(a) or (b) or (c) of the contract, in such cases, the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting the tenders to finalizing the tender etc. will have to be carried out by SMC. For this repetition a fixed amount of Rs. 1000/- shall be recovered from the original contractor towards the cost of re-advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work. In case however a separate advertisement is issued for a single work, actual cost of advertisement shall be recovered.



GC-102 LABOUR CESS / CONSTRUCTION CESS

The Bidders shall have to be noted that, labour cess shall be deducted from the running bill as per the Government rules and regulations. Accordingly, the intending bidder shall quote their competitive rates. More over it is also to be noted that, labour cess is already considered in the estimated rate of the tender.

GC-103 RESPONSIBILITY OF CLEAR CONSTRUCTION AND DEMOLITION WASTE (C.D. WASTE)

It shall be sole responsibility of contractor to clear construction and Demolition waste (C. D. waste) by their own risk and cost. The contractor shall ensure that their site must be clear in all respect by disposing C. D. Waste generated during the work. If it's found that contractor is irregular and showing negligence to dispose C. D. Waste, then Surat Municipal Corporation is empowered to disposed the said C. D. Waste through Surat Municipal Corporation Authorized C. D. waste Contractor/ agency. All the necessary expenditure made towards disposal of this C. D. Waste shall be recovered from the contractor along with the administration charges and penalties. The Contractor shall have to dispose off Construction & Demolition waste at SMC suggested place/ site as per norms of SMC. Otherwise SMC will dispose the waste & charges decided by SMC will be recovered from contractor.

GC-104 GIS MAPING

As a part of tender, the contractor shall have to carry out GIS mapping for project, as directed by engineer in charge. The contractor shall have to submit the certificates of concern GPS operator/ Lab or as directed by Engineer in Charge. All the expenditure/ Fees etc. for the GPS mapping shall have to be borne by the contractor. No extra payment shall be made for this.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



6.0 SPECIAL NOTES

- (1) The work shall be carried out strictly according to the specifications given in Bombay Public Works Department Hand Book Vol.1 and IT (The latest edition) whenever applicable as directed by Hydraulic Engineer.
- (2) The work shall have to be started by the contractor at as many places as ordered by the Hydraulic Engineer.
- (3) Cement required for construction purpose for this work shall be supplied by the contractor at his own cost.
- (4) The fire wood, white zink, sand, bricks, reinforcement steel, metal, gravel, manhole frame cover, rubber packing, nuts, bolts etc. required for the work shall be provided by the contractor at his own cost.
- (5) The contractor shall have to keep chowkidar and red lights (of a proper size) during night on open trenches during the progress of the work and until the trench or pit is completely refilled. Proper barricading shall be provided by the contractor to avoid accident during day and night time. Red flags road closing board etc. and such other precautionary measures shall have to taken by the contractor. If the contractor fails carry out the above precautionary measures, Hydraulic Engineer shall engage, even without giving a notice to the contractor wherever the situation demands quick action for the chowkidar, places, necessary red lights and manage to guard the trenches all the expenditures so incurred shall be recovered from the contractor form his bill or deposit. The contractor will have no right to dispute the action taken by the Hydraulic Engineer.
- (6) The contractor shall always have to inform the Electricity Co., Telephone and Telegraph office and Gujarat Gas Office before starting the excavation work.
- (7) I 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 shall be liable to pay the full expenditure required and to repair the same or charges for the same (as the case may be) decided by the electric company, Gas Company, Government Authority or the Municipal Corporation which ever may be.
- (8) It shall be the responsibility of the contractor to guard the cables etc. mentioned above wherever they exposed in an open trench and any damage done to then from what so ever reasons shall be made good at the risk cost of the contractor.
- (9) The trench excavated for the work shall be properly barricaded. Proper signals and caution, red flags, ares lamps etc. shall be displayed on both end of the trench and at every crossing and at suitable distance wherever found necessary. Similarly to avoid any accident the red lamps of proper size shall be displayed so as to make visible the danger or main road to distance at night. If accident occurs for want of sufficient precautionary measures the entire responsibility is of the contractor only.

Contractor shall have to provide wooden planks etc., reasonable distance on the trench, for the purpose of crossing the trench for the public. The materials also shall be kept site in such away so that they may not cause any inconvenience to the traffic and passer by.

- (10) In case for want of necessary materials or the holding of any public function, marriage ceremonies, procession etc., If the order is issued to the contractor to fill up the trench to stop the progress of the work or to delay the begging of excavation of the work at any stage in any locality or localities



he shall have to comply with such orders shall given no compensation for such delay and or stoppage of work.

- (11) Wherever it is mentioned in the above conditions that certain expenditure will be recoverable, the recovery will governed in the way as specified in the agreement or in the general condition.
- (12) The work shall be carried out in workman like manner, and best skilled worker should be employed. If any defect in the work is found out the contractor shall have to rectify within the time fixed by Hydraulic Engineer. If the fails to rectify the defect Hydraulic Engineer after giving due notice shall rectify the defect at the risk and cost of the contractor.
- (13) All the work shall be done strictly according to the instruction of Hydraulic Engineer.
- (14) After the pipeline is laid and before refilling the trench in the materials used in the line shall be checked and noted in the presence of Hydraulic Engineer or his Assistant and the contractor or his authorized representatives. After refilling the trenches surplus excavated earth should be carted and the road surface should be scraped and cleaned by the Contractor at his own cost, as directed by the Engineer-in-charge.
- (15) No compensation shall be paid if the work is stopped due to defective work or as per the instruction from Engineer-in-charge due to any reasons.
- (16) After the line out is given for a particular pipeline the work shall have to be completed by the contractor with least possible delay, and within the period fixed by the Hydraulic Engineer.
- (17) The contractor shall have to use his own tools, plants and machinery required for these works.
- (18) The rates given in the schedule shall hold good for all works done under this contractor without reference to quantities or location of work.
- (19) The contractors are particularly directly to observe from the specification what is to be included in the items and rates for the several portion of the work frame out all their rates for items accordingly.
- (20) All the rates must be carefully entered by the tenderer and no variations of alternation there in will be allowed by commissioner on any account after the tenders are opened.
- (21) The time-limit of the contract for the said work shall not include the period of monsoon.
- (22) The date of starting of the work is considered to be the date specified in the final work order.
- (23) The civil works when completed before the time limit excepting the connections to be made, the balance of the period of time limit will again be given to the contractor, when other department in the meantime finish/ complete their works like connection etc. It may be noted here that when the other department completes their job, the contractor concerned will resume again immediately finishing the work in balance period of the time limit only. In no case price escalation or price variation clause shall be entertained to contractor.
- (24) No advance payment of mobilization advance or payment against procurement shall be made /entertained.
- (25) S.M.C. shall not be responsible for any wastage of material. All wastage shall be accounted on the part of the contractor. No payment for such wastage shall be made.



- (26) Surat Municipal Corporation will not give any amount of interest in case of delayed payment of running bill, final bill or any arise by the contractor.
- (27) If any clause of Arbitration is there in tender document, the same is deleted here with.
- (28) As part of tender the contractor shall have to carryout GIS mapping for the project, as directed by the Engineer In-charge. The contractor shall have to submit the certificate from concern GIS operator/ labour as directed by the Engineer In-charge. All the expenditure / Fees etc. for the GIS mapping shall have to be borne by the contractor. No extra payment shall be made for this.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE AND SEAL OF THE CONTRACTOR:-

NAME AND ADDRESS:-

DATE:-



7.0 SPECIAL CONDITIONS OF CONTRACT:

The following conditions treated as part of the tender documents.

1 PREPARATION OF SITE:

The existing trees of any girth and height in the area of site shall be cut by the Contractor, including removing the roots, leveling the area and stacking the cut trees away from site of work and demolition of existing structure and pipeline as directed.

2 ROAD INFRASTRUCTURE:

The bidder shall acquaint himself with the access to site. The successful tenderer shall have make road and other infrastructure facility for the easy access to the site at his own cost.

3 SAFETY:

All the safety and entry rules shall be strictly followed. The Contractor is fully responsible for the safety of his staff and workmen and must equip them with safety appliances and tools.

4 TIME SCHEDULE:

The work shall be executed strictly as per the time schedule / bar chart submitted along with price bid offer. The entire job / project has to be completed with a period **09 (Nine) months [Excluding monsoon]** from the date of placement of order. The time includes the time limit required for testing, rectification, if any, retesting and completion in all respect to the entire satisfaction of the Engineer-in-charge. The timely completion of this project is very important for the citizen of Surat City, and hence weightage will be given on strict compliance of work as per the sanctioning schedule of work.

5 PENALTY FOR DELAY:

If the Contractor fails to complete the whole project by the stipulated completion date, he shall also pay liquidated damage at one fifth of one percent i.e. 0.2% of tender amount per day of delay in completion and handing over the work to the Municipal Corporation. The amount of liquidated damages shall however be subjected to maximum of ten (10) percent of the tender amount. Delays in excess of one hundred days will be a cause for termination of contract and forfeiture of all per performance security.

6 SCOPE OF SUPPLY OF MATERIAL

(a) All materials, consumables, testing appliances, tools, tackles and spares etc. necessary for the successful execution completion, till handing over to SMC shall be procured and provided by the tenderer. No materials will be supplied by the owner except mention in Schedule A.

(b) Water:

Contractor shall have to make his own arrangement for water required for construction, testing and for his labour / employees too or as per GC-91.



(c) **Power:**

Power required for the construction, erection and other allied job shall be arranged by the Contractor at his own cost. The Contractor shall have to make his own arrangement for getting electric power. The S.M.C. will issue only recommendation letter to the Contractor if required. No compensation shall be paid for delay in getting power supply.

(d) **Cement :**

Cement required for the construction, erection works shall be procured by the Contractor.

The cement to be used shall be grade 53 and out of following brands only.

FOR ESR & UGSR WORKS

1. Ultratech.
2. Ambuja.
3. Sanghi.
4. J.K.Laxmi

FOR OTHER WORKS

1. Ultratech.
2. Ambuja.
3. Sanghi
4. J.K. Laxmi
5. Hathi
6. Siddhi

(e) **Steel :**

All TMT (Fe-500) shall be procured by the contractor.

The reinforcement steel bars shall be only following makes :

FOR ESR & UGSR WORKS

1. SAIL
2. TATA
3. Ispat (RINL) VIZAG.
4. JSW Steel Ltd.

FOR OTHER WORKS

1. SAIL
2. TATA
3. Rastriya Ispat (RINL) VIZAG.
4. Electrotherm (I) Ltd.
5. JSW Steel Ltd.
6. Ramswaroop
7. National
8. Gallant Metal Ltd.
9. Pollad TMT Steel
10. Metaroll (Std.No. 643/2017, Dt. 04/05/2017)
11. Rajuri (Std.No. 643/2017, Dt. 04/05/2017)

(f) **MS pipes**

Length:

The pipes shall be supplied in single random length from 6 meters to 12 meters as required by S.M.C. However tolerance in length shall be $\pm 5\%$ of the random length. The pipe supplied in length other than specified length without prior approval of Engineer in charge shall not be entitled for the payment. The payment shall be done on Rmt. basis only.

Note: Above Equipments / items / Products are indicative. The Product / Make shall have to pre-approve from the Engineer-in-charge prior to Execution / Procurement. The decision of the Engineer-in-charge shall be final and binding to the contractor.

Contractor will have to produce Bill / T.C. in the name of said Project / Contactor from respected Steel Company, time to time and as asked by the Engineer-in-charge.



Structure steel required for construction, erection and other allied job, shall be procured by the Contractor at his own cost.

7. LABOUR AND SUPERVISORY CAMPS

No land will be provided by the SMC to the Contractor for constructing his labour and supervisory camps and other service facility. Contractor shall make his own arrangements outside the site boundary.

8. CONSTRUCTION EQUIPMENTS:

The Contractor shall make his own arrangements to procure all constructional plant equipments on his own. He shall also state the type and number of different equipments with their capacities in good working conditions which he will use on the site to ensure completion of the work in the specified time. All materials, construction plants and equipments once brought by the Contractor to sit are not to be removed from there without the written authority of the Engineer-in-charge. Also, the Contractor shall have adequate stock of spare parts for the equipment on the site and work shall not be delayed on this account. Similarly all temporary works built by the Contractor for the main construction undertaken by him, are not to be dismantled and removed without the written authority of the Engineer-in-charge.

9. CO-OPERATION WITH OTHER CONTRACTORS:

The Contractor shall execute his work in phased manner as directed by the Engineer from time to time so as not to obstruct or retard the work being executed simultaneously by other agencies.

10 SAFETY:

The Contractor shall be responsible for provision of safety arrangement and protective clothing for all operators on the site whether or not engaged in actual operation of supervision. The Contractor shall also be responsible for safety arrangements of all equipment used for construction and shall employ trained workmen conversant with safety regulation. The Contractor shall use only tested equipment and tools and shall periodically renew tests to the satisfaction of the Engineer. All test certificate shall be made available to the Engineer at the site of the work. If at any time, in the opinion of the Engineer, this provision is not in completion with the Contractor he shall forthwith replace such equipment and tools.

The Contractor shall display notices and arrange proper fencing at such places where hazardous work is being carried out. The Contractor shall provide at his own expense on the works to the satisfaction of the Engineer at such places, proper and sufficient fire fighting, first aid appliances etc. which shall at all times be available for use.

11 The Contractor shall have to take photographs during various stages of construction activity for each of the work at no extra cost. The photograph shall be of size 4" x 6" on mat paper. The number of photographs shall not be less than 160.

12 No mobilization advance will be paid.

13 Extra item of 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 rate for extra item shall be derived from the S.O.R. (R&B Division Surat) of year 2023-2024/GWSSB- SOR year 2022-23 and quoted premium of the tender. If the rate of the extra item is not available in S.O.R. then it will be derived



on prevailing market rates. However, the decision of the Engineer-in-charge shall be final and binding to the Contractor. No quoted premium of the tender will be paid on market rates.

- 14 It is further to clarify that, the security deposit deducted from each running bill will be released after the completion of defect liability period. The security deposit remitted by the Contractor will be released after the payment of the final bill.
- 15 No compensation of any item shall be paid in case any of the item is omitted i.e. not executed at all.
- 16 It is to clarify once again that, the serviceable materials obtained during dismantling / clearing of the site shall have to be carted by the Contractor at the places shown by the Engineer-in-charge any where within city limit.
- 17 Out of the amount payable / creditable to Contractor's account, the Central Government / State Government tax / taxes shall be deducted at source in accordance with the relevant laws / rules prevailing from time to time.
- 18 Surat Municipal Corporation shall not provide "C" for tax purpose.
- 19 **"The Contractor shall depute technical person/personnel having adequate experience of same kind of work to whom contractor may rely upon him / them as it the sole responsibility of the contractor regarding the quality and safety executed work. Details about these personnel shall be submitted along with the tender in the format prescribed by The Surat Municipal Corporation in this tender."**
- 20 Supervision of the work shall be done by The Surat Municipal Corporation. It may / may not appoint a person or a firm/consultant as a PMC (Project Management Consultant) and or TPI (Third Party Inspection) for day to day close supervision at above work site. Contractor shall have to provide every assistance to them and shall have to obey and implement the instruction received from the person or a person of a firm/consultant, appointed by Surat Municipal Corporation. Contractor shall not have any objections in this context.
- 21 The Contractor shall prepare and submit report of daily activities in a Performa, which shall be approved by Engineer-in-charge before start of work. The daily report shall specifically include details like items executed with respective quantities, materials received on site, materials consumed, etc. In general the Performa and details to be provided in daily report shall contain all necessary information as required by the Engineer-in-charge. During execution of work the Performa shall be modified, if desired by the Engineer-in-charge to accommodate relevant necessary details about daily activities.
- 22 If cement is required to be used in quantity of less than 50 kg. (i.e. less than one full bag e.g. 25 kg), the same shall be weighed and packed in advance and then only it shall be used in concrete work.
- 23 The Contractor shall construct and provide totally watertight godown building for storage of cement. The sidewalls of godown shall have minimum 230 mm thick brick masonry walls plastered on both faces. The roof can be either of leak proof reinforced concrete slab or adequately sloped watertight galvanized / asbestos sheets. Windows / doors shall be normally kept tightly shut to prevent moisture / rain water from entering into the godown. Height of plinth shall be at least 600 mm above natural ground level and such that it permits convenient loading / unloading operations from truck. The floor of the godown shall be at least 150 mm thick densely compacted concrete slab on rubble soling with proper line, level and slope.



Wooden planks or sleepers covered with plastic sheets shall be kept on the floor and the cement bags stored on top of it. Bags shall not be stored more than 10 bags high. Bags shall be stored at least 300 mm away from the walls. Exhaust fans shall be installed on blank walls to improve ventilations. Necessary lighting and heating arrangement shall be installed on walls at suitable locations. Stacking of bags shall be such that it can be easily counted and permits movement of personnel for the purpose. The godown shall have lock with two sets of keys. One set of keys shall always remain with the Engineer-in-charge, without whose permission addition, removal or any change in stack of bags stored shall not be allowed.

- 24 “The contractor shall have to keep the record of the labourers employed for the concerned work. The contractor should provide attendance card, identification card, pay slip etc to the labourers employed. Further, the amount of E.S.I. and Provident Fund should be deducted from the salary of the labourers employed and such amount should invariably be deposited to the concerned Government Departments. In addition, the amount of social security under E.P.F. and M.P. act 1952 shall be recovered every month and such amount should invariably be deposited directly to the concern Government Departments. In the same context, the details regarding such amount deposited to the concern Govt. Dept. and labourers employed shall be furnished to the office of Hydraulic Department 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 labourers employed and as per the prevailing rules of Government. In absence of detail, an ad-hoc 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.”

25 WASTAGE OF CEMENT & REINFORCEMENT.

The weight of reinforcement shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of TMT Fe-500 bar as mentioned in IS code No.1786.

Based on standard theoretical total consumption, penalty shall be levied as below against variation for actual consumption.

CEMENT:

- (a) No penalty, if actual total consumption matches with standard theoretical total consumption.
- (b) Further there will be no penalty for variation up to + (Plus) or - (Minus) 5% in actual total consumption against standard theoretical total consumption.
- (c) Rs. 10,400/- (Without GST) per M.T. for variation beyond + (Plus) or - (Minus) 5% in actual total consumption against standard theoretical total consumption.

REINFORCEMENT STEEL:

- (a) No penalty if actual total consumption matches with standard theoretical total consumption.
- (b) Further there will be no penalty for variation up to + (Plus) or - (Minus) 7.5% in actual total consumption against standard theoretical total consumption.
- (c) Rs. 1,04,000/- (Without GST) per M.T. for variation beyond + (Plus) or - (Minus) 7.5% i.e. actual total consumption against standard theoretical total consumption.

- 26 Concreting should be done with automatic digital way batch mixing machine having capacity of 8 C.M./Hr. with necessary required accessories and equipments.



27. If any service tax levied by the Government during the course of execution of this contract shall be borne separately by S.M.C, provided the original receipt / proof for the amounts actually remitted by the successful bidder to the competent authority be submitted with in 30 (Thirty) days from the date of payment. Thereafter, S.M.C shall not be held responsible for any such dues/payments, not paid by the contractor. In short, the contractor shall be sole responsible for the payment of the service tax, if any, applicable during the course of execution of this contract. S.M.C will not entertain any claim regarding service tax later on.
28. Any tests mentioned in the tender or else suggested by any consultant/consultants i.e. (PMC) Project Management Consultant and or (TPI) Third Party Inspection shall be conducted, managed by the contractor along with the representative of the Surat Municipal Corporation, at his/their own cost. Moreover, contractor's duly authorized representative shall remain present with them at the time/place of sampling and testing.
29. Interest of any kind what so ever shall never be paid/ entertained in any case including delayed payment of Running bill or final bill or any such or all dues with Surat Municipal Corporation.
30. The approved brands/makes mentioned in the tender for the Cement and Reinforcement steel has been unchanged. However, in case of non availability of Cement / Reinforcement steel from the approved manufacturers, any brand used either in the world bank promoted projects or purchased by the Central Stores of the Surat Municipal Corporation may be allowed to be used, after written application by the contractor & consequent prior approval from the Engineer-in Charge.
31. Mix design for the required grade of concrete and of selected brand/make of cement shall have to be pre-approved from the consultant/Engineer in charge, prior to execution.
32. If the document (either original / attested copy) attached with this tender are found false or misleading then the EMD will be forfeited, more over such bidders are liable for debarred or even black listed from this corporation.
33. The contractor should have to prepare all the drawings / designs for all the temporary structures / staging / scaffolding / shuttering etc. Such details may have to be prepared by any renowned/reputed consultant as may be decided by the contractor.
34. The Contractor shall have to prepare and display the board (on site or at required interval when the work is not in define area) showing details, specifications of work and Name, Address, Phone no. & Fax no. of concern Executive Engineer at his own expenses. If the contractor fails to do same or till he doesn't inform the concern Executive Engineer with photographs of Boards, 0.25% to 1.00% of Tender Amount will be retained with Surat Municipal Corporation.
35. All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.
36. Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.
37. The Contractor shall have to start all the work simultaneously.
38. **Responsibility of Contractor under Construction and Demolition Waste (C & D Waste) rules 2016.**
 - Contractor shall remove all Construction and Demolition Waste (C & D Waste) and clean the area every day, or depending upon (1) The Type & schedule of the work, (2) The quantity and type of waste generated appropriate storage and collection facility shall be



developed at site. Reasonable timeframe shall be worked out in consultation with engineer in charge of the project, for storage & usage of C & D waste.

- If it's found that contractor is irregular and showing negligence to management of C & D waste, then If deem fit, Engineer in charge would arrange to dispose the said C & D Waste through an Authorized C & D Waste Contractor/agency of Surat Municipal Corporation and All the expenditure made towards disposal of this C & D Waste shall be recovered from the contractor as per the prevailing charges.
- Contractor shall have to bear the expenses towards management of C & D waste as per prevailing norms, no extra payment shall be entertained for the same.
- Contractor shall keep record of the generation and disposal of construction and Demolition waste (C & D waste) and proof of its disposal as per the provision of C & D waste rules and he has to submit along with running bills.
- If Contractor fails to upkeep and maintain records of C & D waste generation –Disposal records etc, than it shall be calculated as per the provision of the Standing Committee Resolution no 1621/2016, Dt:-01/10/2016 and charges shall be recovered from due of contractor with Surat Municipal Corporation.

Contractor shall also ensure use of recycled products made from SMC authorized C & D waste agency as far as possible to promote the C&D waste management project.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:



8.0 QUALITY ASSURANCE PLAN

The Contractor shall strictly follow the Quality Assurance Plan, in order to ensure good quality of materials and works. All tests, etc. which are mentioned in the Quality Assurance Plan, shall be in addition to manufacturer's test certificates.

For all field tests, the Contractor will set up a field laboratory on site. It shall have all equipments necessary to carry out requisite field tests in confirmation to relevant IS codes of practice. The Contractor shall get approved the setup of field laboratory, persons responsible for field testing, equipments to be used for field testing, reporting format for field tests, etc. with the Engineer-in-charge within 15 days from the date of work order. All field tests shall be performed on site in presence of the Engineer-in-charge. Reports for the field tests shall be submitted on the same day to the Engineer-in-charge. All reports of the manufacturer's test, field test, laboratory test, etc. shall be property of the SURAT MUNICIPAL CORPORATION

The frequency of sampling shall be as given in the table. The frequency and number of samples to be tested mentioned herein are minimum. The Engineer-in-charge may ask the Contractor for more samples to be tested. If the frequency of sampling and number of samples required to be tested, as specified in technical specifications / relevant IS code of practice is more than those mentioned herein, the guideline mentioned in technical specifications / relevant IS codes of practice shall be followed. The method of sampling, size of sample, method of testing and all testing equipments shall conform to relevant IS codes of practice. The identification of various IS codes for confirmation of test method are mentioned only for general guideline to the Contractor. This does not restrict application of other relevant / applicable IS codes for the test under reference. All expenses for field tests, required setup on site, equipments for field – testing, reporting formats, laboratory tests, etc. shall be borne by the Contractor. Execution of any item of works shall start only after submission of required manufacturer's test certificates, field test reports and laboratory test reports for relevant materials / item of work, provided they are in confirmation with detailed technical specifications of the tender and requirements of relevant / applicable IS codes of practice. In no case delay in execution due to non-availability of test report shall become cause for any claim or extra payment to the Contractor.



Sr. No	Material/Item of Work	Tests to be performed	Type of Test	Frequency of Tests
1	Water	Physical and chemical tests (Confirming to IS:3025-1964)	Laboratory	<ul style="list-style-type: none"> At the beginning of work Whenever source changes As provided in relevant IS.
2	Cement	Fineness Soundness Consistency Initial and final setting time Compressive strength (Confirming to IS:4031-1968)	Laboratory Laboratory Laboratory Laboratory Laboratory	<ul style="list-style-type: none"> After minimum 2000 bags.
3	Coarse Aggregates	Particle size, shape, gradation, flakiness index, elongation index Deleterious materials and organic impurities Specific Gravity, voids, absorption, surface moisture content Mechanical properties Soundness Alkali Aggregate reactivity Abrasion (Confirming to IS:2386 and 383)	Field/Lab Field/Lab. Field/Lab. Laboratory Laboratory Laboratory Laboratory	<ul style="list-style-type: none"> At the beginning of work Whenever source changes At least once in 90 days
4	Fine aggregate	Particle size, shape and gradation Deleterious materials and organic impurities Specific Gravity, voids, absorption and bulking (Confirming to IS:2386 and 383)	Field/Lab. Field/Lab. Field/Lab.	<ul style="list-style-type: none"> At the beginning of work Whenever source changes At least once in 90 days
5	Reinforcement steel	Ultimate tensile stress, yield stress, weight and size, bend and re-bend test, elongation test Manufacturer's test certificate	Laboratory	<ul style="list-style-type: none"> At the beginning of work For every 25 MT of each category of steel



Sr. No	Material/Item of Work	Tests to be performed	Type of Test	Frequency of Tests	
6	Stone	Toughness (IS:5218-1969) Impact Value (IS:5640-1970) Strength(IS:1121-1974) Durability (IS:1126-1974) Abrasion Resistance (IS:1706-1972) Weathering (IS:1125-1974) Water absorption S.G. porosity (IS:1124-1974) Weight and size	Laboratory Laboratory Laboratory Laboratory Laboratory Laboratory Field/Lab.	<ul style="list-style-type: none">At the beginning of workWhenever source changesAt least once in 90 days	
7	Concrete	Compressive strength (Conforming to IS:516-1959)	Field/Lab.	Quantity of concrete in CM	No. of samples
				<ul style="list-style-type: none">up to 5051 and above	<ul style="list-style-type: none">2 sets*3 sets plus one additional set for each additional 50 CM or part thereof. <



Note:-

- (1) For Sand and Coarse aggregate two Nos. of full bag for one sample shall be supplied by agency.
- (2) For water test 5:00 liters of water shall be supplied by agency in plastic container for each sources.
- (3) Sample from the lot shall be selected by authorized representative along with representative of SMC or TPI or PMC
- (4) Selected sample shall be handed over personally by representative of SMC or TPI or PMC in sealed condition with letter containing sample No. and sampling date.
- (5) Test report should be received by the department containing reference of department's letter, sample No. sampling date and date of testing.

All laboratory tests shall be conducted at the laboratory, which is approved earlier by the Engineer-in-charge and the test reports shall be submitted to the Engineer-in-charge.

**HYDRAULIC ENGINEER
SURAT MUNICIPAL CORPORATION**

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NAME AND ADDRESS:

DATE:



*** APPROVED LIST OF MATERIAL**

- Cement** : Ultra tech, Ambuja, Sanghi, J.K. Laxmi conforming to IS: 12269 of 53 grade (OPC only)
- Steel** : Reinforcement Steel:
TATA, SAIL, Rastriya Ispat (RINL) VIZAG & JSW Steel Ltd.
- Butterfly valve** : KIRLOSKAR BROS. LTD., MUMBAI, "KIRLOSKAR"
INDIAN VALVE CO., NASIK
FOURESS ENGINEERING (I) LTD., BANGLORE
INDIAN VALVE INTERNATIONAL, KOLKATA - "IVI"
INTER VALVE
AVK VALVE (INDIA) PVT. LTD.
VAG VALVE (INDIA) PVT. LTD.
ROTEX.
GM ENGINEERING PVT.LTD.
R & D Multipies (Metal Cast) Pvt.Ltd.
- Air Valve** : Fouress Engg. (Ind.) Ltd., Bangalore "FOURESS"
INDIAN VALVE INTERNATIONAL, KOLKATA - "IVI"
KIRLOSKAR BROS. LTD., MUMBAI, "KIRLOSKAR"
INDIAN VALVE Pvt. Ltd., NASIK- "IVC"
AVK VALVE (INDIA) PVT. LTD.
VAG VALVE (INDIA) PVT. LTD.
GM ENGINEERING Pvt. Ltd., Rajkot "GM"
R & D Multipies (Metal Cast) Pvt.Ltd.
- Sluice Valve** : FOURESS ENGINEERING (I) LTD., BANGLORE
Sigma Flow (only Up to 400 mm size)
INDIAN VALVE INTERNATIONAL, KOLKATA – "IVI"
KIRLOSKAR BROS. LTD., MUMBAI, "KIRLOSKAR"
INDIAN VALVE Pvt., NASIK-"IVC"
"SACHDEVA"- Sachdeva Metal Works - Jalandhar
AVK VALVE (INDIA) PVT. LTD.
VAG VALVE (INDIA) PVT. LTD.
R & D Multipies (Metal Cast) Pvt.Ltd.
"Shiva" – Shiva Industrioies, Jaipur (upto 400mm Dia)
GM ENGINEERING PVT.LTD.
(Note: For the "SACHDEVA" & "SHIVA" make minimum Guarantee period for the valve to be supplied shall be 5 (Five) years. In case of defective valves within the guarantee period, it shall be replaced only. No repair shall be allowed for the defective valves.)
- D.I. C.L. Fitting:** R.G. Industries, Jalandhar
The aarko pipes gram udhyog, Jalandhar
Cahndranchal Enterprise Pvt. Ltd., Telangana
Jindal Fittings Ltd. Ahmedabad
Steelmech Controls Pvt. Ltd., Ahmedabad



C.I. Fitting: R.G. Industries, Jalandhar
Aarko Manufacturing Co., Jalandhar

D.I. C.L. Pipe: Jindal Saw Ltd. Ahmedabad
Electrotherm (India) Ltd. Ahmedabad
Sri kalahasthi PIPES Ltd. Chennai
Rashmi Metaliks, Kolkata
TATA Metaliks Pvt. Ltd., Kolkata

Note: Above Equipment's / items / Products are indicative. The Product / Make shall have to pre- approve from the Engineer-in-charge prior to Execution / Procurement. The decision of the Engineer-in-charge shall be final and binding to the contractor.

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