



Surat Municipal Corporation

New East (Sarthana) Zone

Name of work: DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN(REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT (3rd Attempt)

E- Tender

Tender Notice No.DMC/NEZ/03/2026-27

Work No.8

VOLUME-I : TECHNICAL BID

UPLOADING OF TENDER DOCUMENT	: 25/06/2026 up to 18.00 hrs.
DOWNLOADING OF TENDER DOCUMENT	: From 25/06/2026 to 13/07/2026 up to 18.00 hrs.
PRE BID MEETING TO BIDDER FOR THE TENDER (ON LINE)	: -
LAST DATE OF SUBMISSION OF ONLINE TENDER	: On or Before 13/07/2026 up to 18.00 hrs
LAST DATE OF SUBMISSION OF TENDER FEES, EMD AND OTHER DOCUMENTS IN HARD COPY	: Upto 20/07/2026 to Chief Accountant, SMC, Tapiipura, Surat by R.P.A.D./Speed Post up to 18.00 hours.
OPENING OF TENDER / (ON LINE)	: 22/07/2026, 10.00 Hrs. onwards.
ESTIMATED AMOUNT	: Rs. 21,86,833.00
E.M.D.	: Rs. 22,000.00
DOCUMENT FEES	: Rs. 1062.00
REGISTRATION	: "E-1 "

TENDER TO BE SUBMITTED TO:

THE CHIEF ACCOUNTANT,

SURAT MUNICIPAL CORPORATION, TAPIPURA

SURAT - 395 003.

BY R.P.A.D. / SPEED POST THROUGH POSTAL AUTHORITY ONLY



[TECHNICAL -BID]

NAME OF WORK : DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN (REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd Attempt)

Estimated Amount	:-	Rs. 21,86,833.00
E.M.D.	:-	Rs. 22,000.00 Ps.
Tender Fee	:-	Rs. 1062.00 Ps.
Receipt No.	:-	
Date	:-	

Issued to _____
CONTRACTOR

Issuing Office : Executive Engineer, New East (Sarothana) Zone,
Surat Municipal Corporation.

Signature & Date of the Issuing Officer :-

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,



**SURAT MUNICIPAL CORPORATION
TENDER DOCUMENT
I N D E X**

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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 From **13/07/2026 to 20/07/2026** upto 18.00 hrs. on website smctender.nprocure.com. The tender received after due time and date specified will not be accepted.

(B) NAME OF WORK:-

DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN (REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd Attempt)

- | | |
|--------------------------|--|
| 1. Estimated Cost | : Rs. 21,86,833.00 |
| 2. Earnest Money Deposit | : Rs. 22,000.00 |
| 3. Time Limit | : 12 (Twelve) months (Including Mansoon) |
| 4. Document Fee | : Rs. 1062.00 |
| 5. Registration required | : E-1 |

(C) 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 tenders will be opened in two stages i.e Technical Bid and Price Bid. **Tender Fees & EMD in hard copy in account department (Main Office) . But tenderer has to upload relevant documents as required /mentioned in the technical bid in Soft Copy (By Scanning) .** The tenders will be opened in two stages i.e Technical Bid and Commercial Bid.

(D) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from smctender.nprocure.com From **25/06/2026 to 13/07/2026** upto 18.00 hrs.

Tender documents fees of **Rs. 1062.00** per set which is required for submission of tender towards the cost of tender documents in by demand draft of any nationalized bank, in favour 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.

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) & hard copy will not be accepted separately.

(E) CONTRACT PERIOD :

The total contract period is hereby fixed as **12 (Twelve) months (Including Mansoon)** from the 10th Day of issuance of work order.

(F) 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.22,000.00** 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 and amount equal to (2%) Two percent of the tendered amount.
- (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 proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
- (h) 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.
- (i) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (j) **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.**
- (k) **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.**

(G) RECEIPT OF TENDER DOCUMENTS :

The following details are to be submitted online on smctender.nprocure.com :

- a. Document fees and EMD Details
- b. Price Bid

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

- a. Tender fees in prescribed format
- b. Earnest Money Deposit in prescribed format
- c. Technical Bid and other documents

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

(H) Tender Validity Period :

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

(I) 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.

(I) 50 % exemption on earnest money deposit and security deposit for Micro, Cottage & Small Industrial units of State which is registered at Office of Registrar, Co Operative societies (Industrial) and office of Joint director cottage & Rural Industries shall be applicable as per General Board resolution no. 437/08, dtd. 19/06/2008 & no. 884/2012, dtd. 27/06/2012 of Surat Municipal Corporation.

(J) In case of Micro, Cottage & Small Industrial units of State which is registered at Office of Registrar, Co Operative societies (Industrial) and office of Joint director cottage & Rural Industries will qualify in the tender as per tender condition. Thus the above resolution will be applicable to all bidders for work allotment.

**Executive Engineer,
New East (Sarthana) Zone
Surat Municipal Corporation ,**

Signature Of The Contractor.



2.0 INFORMATION TO TENDERER :

- | | |
|--|---|
| 1. Tender validity period | :- 120 days (One hundred & Twenty days) from the opening of the date of opening of price bid of tender |
| 2. Earnest Money Deposit | :- Rs.22,000.00 |
| 3. Security Deposit | :- Two Percent (2%) of tendered Amount. |
| 4. Time of Completion | :- for the complete contract 12 (Twelve) months (Including Mansoon) |
| 5. Period of liability for defects. | :- Twelve Months after completion of work. |
| 6. Penalty for delay | :- Zero Point two percent (0.2%) of the contract price per day maximum up to ten percent of the contract price. |
| 7. Last Date of Uploading | :- Date :- 13/07/2026 up to 18:00 hrs |
| 8. Last date of submission (Hard Copy) | :- Date:- 20/07/2026 upto 18.00 hrs. to Chief Accountant, SMC, Tapipura, Surat by R.P.A.D./Speed Post |

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

SIGNATURE OF THE CONTRACTOR.



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. Tender (Technical Bids and Documents) should be duly sealed and the covering envelope is to be only superscribed as **DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN(REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd 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. All information as demanded should be submitted.
6. 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.
7. Please verify before SEALING that Tender (Technical Bids and Documents) are signed, wherever required in each and every respect.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

SIGNATURE OF THE CONTRACTOR.



4.0 INSTRUCTION TO TENDERERS

IT-01 GENERAL :

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

IT-02 INVITATION TO TENDER:

The Surat Municipal Corporation hereinafter referred to as the Corporation will receive tenders for the Interior work for **DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN (REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd Attempt)** as per the specifications in the tender documents. **The tenders shall be opened in presence of opening authority** 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 :

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

IT-04 QUALIFICATIONS OF TENDERERS :

- A. Tenderer shall be required to submit the enlisted documents in hard copy along with the Technical Bid, EMD and tender fees. If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened. Mainly tenderer shall fulfill following for pre-qualification,
 - (a) Solvency certificate from bankers of schedule bank / Nationalized bank for the 20% of Tender Amount. Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.
 - (b) An attested copy of registration with MES, various department of State Government, Surat Municipal Corporation, CPWD etc.
 - (c)** The Tenderer must have Experience in De-silting of Drainage Line and Storm Drainage Line and the List of Similar Work completed and works in hand in Private, Public or Govt. Sector is to be submitted in Online along with the Tender Document.
 - (d) Attested copy of partnership deed, power of attorney etc.
 - (e) Pastpost size photographs of partner / all partners on relevant page of Technical Bid..
- B. Tenderer shall submit only one tender for the work put to this tender.

IT-05 TENDER DOCUMENTS :

Printed and online 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 though occurring in all. They are to be taken as mutually explanatory and describe and provide for complete works.

IT-06 EXAMINATION 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 effect 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 tender quantity is approximate and may increase or decrease. Any increase or decrease in quantity will not entitle tenderer to claim any extra over the quoted rate.
- C. Tender Documents be completed by legible ink, checked in a responsible manner, signed, stamped and returned together with the Tender Security Bond by the stipulated date, which shall form the Tender.

The Tenderer is required to complete :

 - (i) The form of tender, including the Appendices thereto Tender Security Bond and the Tender summary duly signed and stamped.

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 of any of the



documents except in so far as may be necessary to comply with any addenda issued pursuant to Clause IT-17 hereof.

IT-07 EARNEST MONEY DEPOSIT:

- A. The Tender shall be accompanied by of Earnest Money Deposit **Rs.22,000.00** The tenderer shall pay Earnest Money Deposit by demand draft issued in favour of Commissioner, Surat Municipal Corporation, Surat through Nationalized/Schedule Bank only. The Earnest Money Deposit in the form of FDR or cheque shall not be accepted. The tenderer shall have to mention details of Earnest Money Deposit on the sealed cover of Earnest Money Deposit. The tender received without Earnest Money Deposit shall be out rightly rejected. The instruments for Earnest Money Deposit shall be issued by or payable/encephala at Surat Branch of the said nationalized bank.
- B. 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 documents within ten days after receipt of notice of award of contract. In such case owner may disqualify the tenderer from tendering for further works, under the jurisdictions of the Corporation (S.M.C.).
- C. The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, if furnished by the contractor.
- D. 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 zerox copy of the PAN card.

IT-09 PREPARATION OF TENDER DOCUMENTS:

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

- A. Technical bid, EMD and Tender fees 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. Technical Bid shall be accompanied by the prescribed tender security bond and other required documents and drawings. All witnesses 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.
- C. 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.
- D. Delivery of Tenders shall comply with Notice inviting tenders as to place, date and time.

IT-10 SUBMISSION OF TENDER DOCUMENT :-

1. Tenderer shall submit his tender in sealed covers as described under:

(i) COVER-1 : Technical Bid

- (a) Technical Bid (Volume-I), Earnest Money Deposit Cover, Registration Certificate, Experience Certificate and Solvency Certificate for the work of the **DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN(REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT 3rd Attempt** shall be enclosed in ENVELOPE-1.

(ii) PRICE BID (Online Only)

- (b) ~~Only Price Bid (Volume-II) for the work of the DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN(REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT SURAT.~~ shall be enclosed in ENVELOPE 2.
- (c) ~~Envelope 1 and Envelope 1 both sealed cover for the work of the DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN(REST PART OF RAILWAY) IN NEW EAST (SARTHANA)~~



~~ZONE, SURAT SURAT. shall be enclosed in ENVELOPE 3 only. 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, Tapipura, Surat - 395 003.~~

2. Tenderer shall be required to submit the enlisted documents along with their technical bid (Volume-I) (i.e. Cover-1). If technical bid founds insufficient documents then the Price Bid of the tenderer shall not be opened.
 - (a) The tender shall be accompanied by Earnest Money Deposit of **Rs.22,000.00** The tenderer will pay Earnest Money Deposit by Demand Draft issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank. In the form of Demand Draft payable at Surat only.
 - (b) Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant Page of the tender documents.
3.
 - (a) List of tools, plants and equipments with tenderer in detail.
 - (b) Technical establishment/staff of the tenderer in required Performa with their names, qualifications and experience.
 - (c) Tenderer shall furnish along with the tender, information regarding Income tax circle of the district in which he is assessed for income tax with PAN No.
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 of 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 bylaws of the Government, Surat Municipal Corporation and other factors bearing influence on the execution and cost of the works.
5. Technical Bid shall be received by Registered Post A.D. or by Speed Post through Postal Authority only by the **"Chief Accountant, Surat Municipal Corporation, Tapipura, Surat - 395 003** up to 20/07/2026 at 18:00 hrs.
 The Tender will be opened on next day received of tender copy 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. tenders 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 after the time and the date specified in the tender notice shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.
6. Tender shall stand rejected if:
 1. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
 2. The tenderer shall submit the tender which satisfied each and every conditions laid down in the notice tender documents, failing which the tender will be liable for rejection.
 3. Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
 4. Stipulates the validity period less than what is stated in the form or tender.
 5. Stipulates his own conditions.
 6. Does not quote his rates inclusive of Octroi duty and other terminal or sales tax or CENTRAL taxes in his rates.
 7. Does not disclose the full names and address of all his partners in the case of partnership firm.
 8. Does not pay the Earnest Money Deposit by Demand Draft/Pay order and Tender Fees with Technical Bid (Cover-1).
 9. Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
 10. Does not attached the document mentioned.
 11. The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
 12. Disqualifying criteria : Even though the applicants meet the above criteria, they are subject to be Disqualified if applicant has :
 Made misleading or false representation in forms, statement and attachments submitted, OR
 Records of poor performance during the last 7 years as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the constructor, inordinate delays in completion, consistent history of litigation awarded against the applicant or any of its constituents or financial failure due to bankrupt etc.
7. All corrections, additions or posted slips to be initialed by the tenderer.



8. All page of tender documents including specifications should be initialed by the contractor.
9. 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.
10. Notice of inviting tenders shall be a part of the contract documents.
11. 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.
12. The contractor shall also attach list of machineries, tools, plants, equipments which he propose to deploy for this work.
13. All octroi duty and other taxes chargeable by the Surat Municipal Corporation shall be payable by the Contractor.
14. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
15. Tender once offered can not be withdrawn except with the permission of head of the concerned department, Surat Municipal Corporation, Surat.
16. The successful tenderer shall be required to enter in to agreement with Surat Municipal Corporation after placing the work order for the said work from SMC.
17. The successful tenderer may be required to furnish surety of 20% of the contract value on stamp paper if so desired by the Municipal Commissioner.
18. The tenderers are requested to give complete specification of work quoted.
19. Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
20. The Price-bid will be opened only after technical clarifications are clarified.
21. 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) Calendar day from date of price bid opening tender and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions of his own in his tender. If this is done then the owner shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

IT-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 he 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 be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the firm 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 by a duly authorised 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 furnished satisfactory evidence of its existence before the contract is award.

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 TENDERS :

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 effect the work or the cost thereof. Should a tenderer find discrepancies or omission from the specifications or other documents, or should be in doubt as to their meaning, he should at once address query to the Divisional Head provided for concerned authority as referred in the Tender Document in Clause GC-01 (Definitions and interpretations) of the (General Condition of Contract). Any resulting interpretation of the Tender documents will be issued



to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the SMC / Consulting Engineer shall not be binding on the Surat 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 ADDENDA

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 charges on account of 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 Surat Municipal Corporation

IT-19 EVALUATION OF TENDERS : DELETED

IT-20 EVALUATION OF TIME REQUIRED FOR COMPLETION :

The time required for completion of work shall be considered as indicated by the tenderer in the completion schedule attached with the tender. The completion period mentioned in this schedule is to be reckoned from 15th day from the date of work order to proceed. Total completion period is calendar months from 10th day from date of issue of work order and tenderers should adhere to this delivery time.

IT-21 POLICY 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 connecting by any means 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 tenderers will not be permitted to change the substance of his tender after price submission. 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 quoted for and include all costs due to materials labour, equipment, supervisions, other services, royalties etc. and to include all extras to cover the cost. No claim 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-35 (Price Adjustment) clause which is deleted.

IT-23 PAYMENT TERMS :

The terms of payment are defined in the General Conditions of Contract. The Surat Municipal Corporation shall not under any circumstances relax, their 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 AWARD :



Award of the Contract or the rejection of tenders will be made during the Tender validity period stated in the Notice Inviting Tenders.

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the owner. A copy of the required form is included in the contract documents.
- 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 SMC may annul his award and declare the tender security forfeited.
- C. A Corporation, Partnership firm or other consortium acting as the Tenderer and receiving the Award shall furnish evidence of its existence and evidence that the officer signing the Contract Agreement & Bonds for the Corporation, partnership firm or other consortium acting as the Tenderer is duly authorised to do so.

IT-25 SIGNING OF CONTRACT :

The successful tender shall be required to pay the security deposit and to execute the contract within 15 days of receipt of intimation to execute the contract, failing which the Surat Municipal Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person detailed in Article IT-12.

IT-26 DISQUALIFICATION :

A tender 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 Document).
 - (b) The tender Security 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 authorised person (as per Article IT - 12 i.e. signing of tender documents).
 - (e) The general performance data for qualification not submitted fully (As per Article IT-09 General Performance Data).
 - (f) The tenderer does not agree to deposit security amount as specified (as per Article IT-25 i.e. Signing of Contract).
 - (g) The tenderer does not agree to payment terms defined as per Article IT-23 i.e. Payment Terms.)
 - (h) Conditional tender.
- A. Tenderer may further be disqualified if :
- (a) Price variation is proposed by the Tenderer on any principles other than provided in the Tender Documents.
 - (b) Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.
 - (c) The validity of tender is less than that mentioned in Article IT-11 i. e. Tender Validity Period.
 - (d) Any of the page or pages of tender is/are removed or replaced.
 - (e) All corrections or pasted slips are not initialed by tenderer.
 - (f) Any erasure is made in the tender.

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

As a contract security the tenderer to whom the award is made shall furnish a performance guarantee (Security Deposit) for amount equal to Two percent (2%) of the contract price to guarantee the faithful performance completion and maintenance of the works of the contract in accordance with all the conditions and terms specified herein and to the satisfaction of the Engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms mentioned below.

- (a) By a demand draft of a Scheduled bank Acceptable to owner on the Surat Branch.
- (b) A fixed deposit receipt of a Scheduled Bank or Government securities duly, located at Surat endorsed in favour of the Municipal Commissioner, Surat Municipal Corporation, Surat.

The performance guarantee shall be delivered to the Surat Municipal Corporation within Ten (10) days of the notice of award.

Security deposit shall be paid in time and if it is paid after Ten (10) days from the date of preliminary work order then the penalty of 0.065% per day of the amount of security deposit shall be recovered from the contractor while receiving the security deposit. On due performance and completion of the contract in all respects, the performance guarantee (security deposit) will be returned to the contractor after the defect liability period and on completion of audit related



procedure. It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender.

Seven percent (7%) shall be deducted from running bills as retention money.

IT-28 STAMP DUTY :

The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs.300/- as per the form of the agreement approved by the Surat Municipal Corporation, Surat.

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

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

IT-29 BRAND NAMES :

Specific references in the specifications to any materials by tender's name, or catalogue number shall be construed 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 equal or higher quality than the standard mentioned and meets Surat 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 Tenderers in tendering.

IT-32 DEFECT OF TENDER :

The Tender for the work shall remain open for a period of 120 calendar days from the date of receipt of the tenders 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 Surat Municipal Corporation 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 A 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 rejections and also to vary quantities of items or group as specified in the Schedule of price as may be necessary. Claim what so ever by the contractor on the basis of variation of quantities shall not be entertained.

IT-34 NEW EQUIPMENT AND MATERIAL ;

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

IT-35 RIGHTS RESERVED ;

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

IT-36 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 No mobilisation advance or advance on machinery will be given.

IT-38 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No conditions will be accepted. The conditional tender will be liable to be rejected.

IT-39 The surplus excavated earth, after backfilling the trenches shall have to be removed from the site as directed.

Executive Engineer,
New East (Sarhana) Zone
Surat Municipal Corporation ,

SIGNATURE OF THE CONTRACTOR.



**SURAT MUNICIPAL CORPORATION
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

5.0 GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS:-

- (1) All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Engineer & signed by the Engineer. This form will state the work to be carried out as well as the date/or submitting and opening tenders and the time allowed for carrying out work, also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit to be paid by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rent will be granted. Copies of the specifications, designs and drawings and estimated rated scheduled rates and any other documents required in connection with the work which shall be signed by the Engineer-in-charge for the purpose of identification shall also be open for inspection by contractors at the office of the Engineer-in-charge during office hours. Where the work are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the corporation, such specifications with designs and drawings shall form part of the accepted tender.
- (2) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
- (3) Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractor are described in their tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
- (4) Any persons, who submit tender shall fill up the usual printed form including the 'Column' total according to estimated quantities, stating at what rate he is willing to undertake the each item of the works, Tenders which proposal any alterations in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort, will liable to be rejection No. single tender include more than one will liable to be rejection No. single tender include more than one work but contractors who wish to tender for each. Tender shall have (to which they refer) written outside the envelope.
- (5) The Commissioner or his duly authorised assistant shall open tender in the presence of any intending contractors who have submitted tender or their representatives who may be present at the time. In the event of a tender being accepted, the contractor shall there upon for the purpose of identification, sign the copies of the specifications and other documents mentioned in this tender. In the event of the tender being rejected, the divisional officer shall authorise the accountant to refund the amount of earnest money deposited to the contractor making the tender on his giving a receipt for the returned of the money.
- (6) The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
- (7) No receipts for any payment alleged to have been made by a contractor in regard to any matter to this tender shall be valid and binding on corporation unless it is signed by the Engineer-in-charge.
- (8) The memorandum of work to be tendered for and the schedule of materials to be supplied by the concern department and their rates shall be filled in and completed by the officer of the Engineer-in-charge before the tender form is issued. If a form issued an intending tenderer has not been so filled in and completed, he shall request the said officer to have this done before he completes and delivers his tender.
- (9) All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
- (10) Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
- (11) Every contractor shall unless excepted in writing by the Additional City Engineer concerned, produced alongwith the tender, a solvency certificate of his financial stability from the Collector of the District within which he resides or a Bankers certificates. If he fails to produce such a certificate, his tender may not be considered.



- (12) All corrections and additions or pasted slips should be initiated.
- (13) The measurement of work will be taken according to the usual method in use in the public works department and no proposals to adopt alternative methods will be accepted. The Engineer-in-charge decision as to what is "the usual method in use in the public works department" will be final.
- (14) A.The Insurance Company's bond will not be accepted against the Security Deposit.
- (15) The contractor shall have to attach to his tender Income Tax Clearance Certificate to be obtained from the Income Tax Officer.
- (16) The Contractor will have to construct a shed for storing control and valuable materials issued to him under Schedule-'A' of the agreement at work site having double locking arrangement. The materials will then be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of work except with the written permission from Engineer- in-charge.
- (17) No foreign exchange will be released by the Corporation for the purpose of plant and machineries required for the execution of the work contracted for.
- (18) Controlled materials (Essentiality certificate)
 - (i) As regard controlled materials the Corporation will help to arrange for the permit as far as possible and help the contractor in securing for the permit as far as possible and help the contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the contractor himself. Though the Corporation will help to arrange for the permit as far as possible and help the contractor in obtaining the materials it shall not accept any responsibility for any delay or loss on account of delay caused to the contractor while obtaining the same.
 - (ii) The contractor shall submit to Engineer-in-charge on Close of every calender months, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled materials during the month.
 - (iii) The contractor shall permit the Engineer- in- charge or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Engineer-in- charge or his representatives so desired (s).
- (19) The tender for work shall remain open for a period of 120 days from the date of opening of the price bid for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or addition/s in the terms and conditions of his tender, not acceptable to the corporation them the corporation shall without prejudice to any right or remedy be at liberty in full the said earnest money absolutely (in figures as well as in words). This Blank Space should be filled in while preparing the draft tender papers.
- (20) The contractor shall employ only such labourer who shall produce a valid certificate of having been vaccinated against small pox within a period of last 3 years.
- (21) Tenderer should submit True Copy of the Certificate of Registration alongwith the tender without which the tender will not be considered.
- (22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reawakened as final and no excuse or representation in that behalf shall be entertained at later date.
- (23) "What ever sales tax is levied by the Government on works contract and if paid by the contractor in the first instance, shall be refunded to the concerned contractor by Corporation.

Executive Engineer,
New East (Sarhana) Zone
Surat Municipal Corporation ,

Contractor Signature with
Address:
Date :



**ANNEXURE-I TO II FOR PRE-QUALIFICATION
TO BE FILLED IN BY TENDERER**

ANNEXURE-I

Performa for list of works of similar nature already completed by the Tenderer during last 7 years.

Sr. No.	Name of work and Place	Cost on Completion	Time taken in months to complete the work	Client name	Date of completion
1	2	3	4	5	6

Note: Bidder shall give completion certificate from client. In absent of such completion certificate, experience shall not be considered for evaluation. If completion certificate covers "Similar work (as per IT-04) with other work" then bidders shall have to submit copied of final bill indicating similar work or certificate of amount including "Similar work" from relevant authority.

Please Fill above details attached separate sheet.

Signature of the Contractor
With seal.

Place:

Date

**ANNEXURE-II**

Performa for declaration regarding work on hand with the tender:

Sr. No.	Name of work with place	Estimated Cost	Date of Issue of work order	Stipulated period of completion	Amount of work done	Brief details of delay if any	Name of client
1	2	3	4	5	6	7	8

Present liability = Total of column 3 - Total of column-6

Signature of the Contractor
with seal

Place

Date:

Note: Amount of work done in Column 6, should be given up to the month previous to the month in which tender are invited.

Please Fill above details attached separate sheet.



6.0 ADDITIONAL INSTRUCTIONS TO THE TENDERERS

(For Drainage Works only)

1. The contractor shall take almost care during excavation to protect existing underground utilities. All water main lines / water connections, storm / sewage main / house connection, electricity cable, telephone cable, gas pipeline or any other utilities and structures shall be protected by the contractor. However, if met during excavation, any damage cause shall be rectified by the contractor at the earliest and all the rectification 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.
2. Contractor may construct manhole intermittently/before laying of lines. But in case if any manhole has to be abandoned due to any reason. Contractor has to bear the cost for the same.
3. The whole work of excavation, laying and jointing of pipes shall have to be carried out with the help of levelling instruments only. The levelling instrument to be used for the purpose shall be provided by the contractor. In no case the work shall be allowed to be carried out with help of bonning rod.
4. THE LAYING OF R.C.C. PIPES SHALL BE STARTED FROM THE STARTING POINT TOWARDS THE TAIL END ONLY AND IN NO CASE ANY RELAXATION WILL BE ALLOWED IN THE MATTERS.
5. The contractor will have to construct shed for storing controlled and valuable materials like cement and other materials etc. purchased by the contractor or supplied by the department. The material will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
6. In view of the different position regarding the availability of foreign exchange, no foreign exchange would be released by Department for the purchase of plants and machineries required for the execution of the work contracted for.
7. No price escalation shall be paid in any case.
8. The surplus excavated earth, after backfilling the trenches shall have to be removed from the site as directed. However, surplus earth will be property of contractor and contractor may dispose off or stock the same as directed. The payment for the carting of surplus earth will be made separately. After compaction and consolidation, if any short fall of earth is found then contractor has to bring the required quantity to meet shortfall at his own cost. More over, if any settlement of road after reinstatement is observed during the defect liability period of the work, Contractor shall be fully responsible for the defective work and patches/ depression/ settlement shall be repaired with quarry spoil or metal at contractor's own cost. If contractor fails to repair the patches/ depression /settlement in time, corporation will repair it at all risk and cost of contractor.

Surplus earth shall not be disposed off in a way that leads to nuisance to the public or SMC.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

Signature Of The Contractor.



7.0 GENERAL CONDITION OF CONTRACT

GC-01 DEFINITIONS AND INTERPRETATIONS :

- 1.0 In the contract documents, as herein defined the following words and expression used shall, unless, repugnant to the subject or context thereof, have the following meanings assigned to them.
- 1.1 The "Owner/Municipal Corporation, Surat represented by Municipal Commissioner/Add.City Engineer, any officer authorised by the Municipal Corporation.
- 1.2 The "Contractor" shall mean the person or the persons, firm of company whose tender has been accepted by the owner and includes his legal representative successors and permitted assignees.
- 1.3 The "Engineer-in-charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorised by the Municipal Corporation to act for and on its behalf for the operation of this contract.
- 1.4 "Engineer - in - charge's Representative" shall mean any Engineer or Asstt. to the Engineer-in-charge designated from time to time by the 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.
- 1.5 "Tender" 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.
- 1.6 "Contract Price shall mean total money payable to the Contractor under the contract documents.
- 1.7 "Addenda" shall mean the written or graphic notices prior to submission of tender which modify or interpret the contract documents.
- 1.8 "Contract Time" - The number of consecutive calendar months for the completion of work as stated in the executed contract agreement.
- 1.9 "Contract" shall mean agreements between the parties for the execution of works including therein all contract documents.
- 1.10 "Tender document" shall mean Designs, Drawings, specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
- 1.11 "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.
- 1.12 "The Specifications" shall mean all directions' the various technical specifications provisions and requirements attached to the contract which pertain to the method and manner of performing the work to the quality of the work and the materials to be furnished under the contract for the work and any order(s) or instruction (a) there under. It shall also mean the latest Indian Standards Institution Specifications for or relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications or I.S.I. specifications, and in absence of any tender specifications, the specifications of any other country applied in India as a matter of Standard Engineering practice and approved in writing by the Engineer-in-charge with or without modifications.
- 1.13 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.
- 1.14 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 labour 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.
- 1.15 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.
- 1.16 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.17 "Site shall mean the land and other place on, under, on or through which the work is to be carried out and any other lands or places provided by the Municipal Corporation for the purpose of the Contract together with any other places designated in the Contract as forming part of the site.
- 1.18 "The Construction Equipment" means all appliance/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.
- 1.19 "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.
- 1.20 The "Alteration/Variation order" means an order given in writing by the Engineer-in-charge to effect additions to or deletion from and alterations in the work.



- 1.21 "Final Test Certificate" shall mean the final test Certificate issued by the owner within the provisions of the Contract.
- 1.22 The "Completion Certificate" shall mean a certificate to be issued by the Engineer-in-charge when the work has been completed to his satisfaction.
- 1.23 The "Final Certificate" shall mean the final certificate issued by the Engineer-in-charge after the work is finally accepted by the owner.
- 1.24 "Defect Liability Period" shall mean the specified period between the issue of completion Certificate and the final certificate as specified in the tender.
- 1.25 "Approved" shall mean approved in writing including subsequent modification in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.26 "Letter of Acceptance" shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with provisions contained therein.
- 1.27 "Order" and "Instruction" shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the Contract.
- 1.28 "Running Account Bill" shall mean a Bill for the payment of "On Account" money to the contractor during the progress of work on the basis of work done and the non-perishable materials to be incorporated in the work supplied by the Contractor.
- 1.29 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of contractual obligations.
- 1.30 "The appointing authority" for the purpose of Arbitration shall be the Municipal Commissioner, Surat Municipal Corporation, Surat.
- 1.31 Retention Money shall mean the money retained from R.A. Bill for due completion of "NET WORK".
- 1.32 Unless otherwise specifically stated, the masculine gender shall include the feminine and natural genders and viceversa 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 Railway Broad Gauge line, Government Irrigation Canal Crossing. The intending Tenderer should inspect the site and make himself familiar with site conditions and available communication facilities. Non availability of access/roads shall in no case be the cause to condone any delay in the execution of the work or be the cause for any claims or extra compensation.

GC-03 SCOPE OF WORK :

The scope of work is defined broadly in the special conditions of Contract and specifications. The Contractor shall provide all necessary materials equipment and labour etc. for the execution and of the work till completion. All materials that go with the work shall be approved by the Engineer-in-charge prior to procurement and use.

Owner at his discretion may endeavour 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 arrangement for power supply.

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

Owner will not be a position to provide land required for Contractors shall have to make his own arrangement for the same. No land will be provided by S.M.C. to the contractor for constructing his labour and supervisory camp and other service facilities.

GC-04 RULLING LANGUAGE :

The language according to which the contractor shall be constructed and interpreted shall be English. All entries in the contract documents and all correspondence between the contractor and the Municipal Corporation or the Engineer shall be in English. All dimensions for the materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT :

1. The provisions of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. 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 decision. 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 of described in the specific specifications without showing on the drawings shall be 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 corporated companies/ registered associations / body of individual / firm of partnership.

5. Notwithstanding the sub-divisions of the documents into separate sections and volumes every part of each 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 General Conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then, unless a 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 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 specification 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. 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 the carrying out of the work or the Tenderer rates. Any error in description of quantity or commission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to what all works he has to complete in accordance with the contract what-soever be the defects, omissions, or errors that may be found in the contract documents. The contractor shall be deemed to have visited the site and the surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications, whether by land, air or water and as to possible interceptions thereto and the access and agrees from the site, to have made inquiries, 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 inquiries as to the subsoil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting 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 foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the tendered rates and time in strict accordance with the contract documents.

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

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY ;

The contractor by tendering shall be deemed to have satisfied himself, as to consideration and circumstances affecting the tender price, as to the possibility of executing the 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 understood that no additional allowances except as otherwise expressly provided, will 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 particulars 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 and obligation set forth or implied in the contract for the proper execution of work for compliance with requirements of Article GC-19 thereof.

GC-09 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions. Special direction or dimensions 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 dimensions 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 Additional City 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 not particular specifications are given for any article to be used under the contract, relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE : (Security Deposit)

1. A sum of 2.0% of the accepted value of the tender contract price shall be deposited by the tenderer (hereinafter called. The Contractor while tender is accepted) as Security deposit with the S.M.C. for the faithful performance, completion of the works in accordance with the contract documents and to the satisfaction of the Engineer and assuring the payment of all obligations arising from the execution of the contract.

This shall be deposited initially at 2.0% of the value of the contract within fifteen days of the receipt by him or the notification of acceptance of tender and atleast three (3) days before the contract agreement is executed in the forms mentioned below :

(a) In cash or by a demand draft of a Schedule Bank acceptance to owner on the Surat Branch.

(b) A fixed deposit receipt of a Scheduled Bank or Government Securities located at Surat duly endorsed in favour of the Municipal Commissioner, Surat Municipal Corporation, Surat.

(c) If the value of the work as per actual execution exceeds the accepted value of tender because of allotment of further work further recoveries towards security deposit shall be effected at four percent (4%) of R.A.Bill to make up the total amount of security deposit equal to two point five percent (2.0%) of the revised value of contract. Alternatively the Contractor may at his option deposit the full amount of security deposit as per the revised value of the contract within fifteen days of receipt by him on the notification accepting the tender in the form as aforesaid.

2. If the Contractor, sub - contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expenses and in default thereof, the Engineer- in-charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-charge shall be final). These expenses can be recovered from the security deposit if recover from other sources is not possible. The amount so reduced in security deposit will be made good by deduction from the next R.A.Bill of the Contractor.

3. All compensation or other sums of money payable by the contractor to the owner under terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from any sums which may be due or become due to the contractor by the owner on any account whatsoever and in the event this Security deposit being reduced by reasons of any such deductions or sale of security deposit or part thereof as aforesaid, the Contractor shall within fifteen days thereafter make good the in cash, bank drafts or Government Securities endorsed as aforesaid. No interest shall be payable by the owner for sum deposited as security deposit.

4. The security deposit shall be extendable upto the date as decided by Engineer in accordance with Requirement of contractual obligations under the contract.

5. The security deposit less any amounts due shall be returned to the contractor without any interest after the defects liability period is over and subject to the Engineer-in- charge certifying that no liability attaches to the contractor.

6. The performance guarantee shall be delivered to the Municipal Corporation within Ten (10) days of the notice of award. Security Deposit should be paid in time and if it is paid after fifteen days from the date of work order then the penalty of 0.065% per day of the amount of security deposit should be recovered from



the Contractor while receiving the security deposit. The performance guarantee will be returned to the Contractor without any interest after the defect liability period is over. It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender. Two percent (2.0%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement.

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 the contractor's any other manufacturers workshops 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 authorised representative shall, at all time during the usual working hours and all other times when so notified, remain present to receive orders and instructions, orders given to Contractor's representative shall 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 despatched 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 :

1. 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 issue of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by 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 of which the certificate of Engineer-in-charge shall be final from any sums that may then or any time thereafter become due to contractor of sale thereof or of a sufficient portion thereof.

2. From the commencement to completion of work contractor shall take full responsibility for the case 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 and shall at his own cost repair and make good the same so that at completion work shall be in good order and in conformity in every respect with the requirements of contract and as per the instructions of the Engineer-in-charge.

3. If at any time before the work is taken over, the Engineer-in-charge shall -

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

(b) In case contractor fails to do so, owner may take at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by S.M.C. will be recovered from the amount due to contractor. The decision of Engineer-in-charge with regard to the amount to be recovered from contractor will be final and binding on the contractor.

GC-13 POWER OF ENGINEER TO GIVE FURTHER INSTRUCTIONS :

The Engineer 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 and effectually as though the same had accompanied or had been mentioned or referred to in the specifications. No work which readically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered, which in the opinion of the contractor changes the original nature of the contract, the shall nevertheless carry it out and any disagreement as to the nature of the work & the rate to be paid thereof shall be resolved. The time of completion of 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. The Engineer'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 or pipeline schedule, the month-wise programme 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 programme of time schedule for execution of the works in accordance with the specifications & the completion date. The entire programme to be finalised by the Contractor, has to confirm to the execution period mentioned alongwith the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such submitted programme 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 subclause 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 contractor is submitted to the Engineer-in-charge before being entered into and is approved by him. List of Sub-Contractors is to be supplied. Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge shall have received copies of any sub-contractors, the contractors shall be and shall remain solely responsible for the quality and proper expenditures and execution of the works and the performance of all the conditions of contract in all respects as if such submitting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

GC-17 TIME FOR COMPLETION:

1. The work covered under this contract shall be commenced from the date of contract 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 penalised for the delay.
2. The general time schedule for work is given in the tender document. Contractor shall prepare a detailed weekly or monthly programme of work in consultation with Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly. The time for construction of road given includes, the time required for testing, rectification if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-charge.

GC-18 EXTENSION OF TIME :

Time shall be considered as the essence of the contract. If however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Municipal Corporation in supplying the materials of equipment it has undertaken to supply under the contract or from delays in handing over sites or from increase in the quantity of work to be done under the contract, or force majeure an appropriate extension of time will be given. The Contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

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, in the form shown in tender documents with such modifications as may be necessary in the opinion of the Municipal Commissioner. It should be incumbent on the contract to pay the stamp duty and the legal charges for the completion of the contract agreement.

GC-20A. PENALTY FOR DELAY :

If the contractor fails to complete the work within the stipulated completion date for the work or he shall pay liquidated damages at one tenth of 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 Municipal Commissioner. The amount of liquidated damages shall, however, be subjected to a maximum of ten (10) 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.

B.BAR CHART:

The successful tenderer shall have to submit the progress bar-chart within fifteen days after the contract, and the contractor should work as per the approved bar-chart, failing the contractor shall have to pay the compensation for delay as per the decision of Municipal Commissioner.

GC-21 FORFEITURE OF SECURITY DEPOSIT :



Whenever any claim arises against the contractor for the payment of a sum of money out of or under the contract, the owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In case the Security deposit is insufficient the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor shall pay to the owner on demand may 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 in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the owner.

(b) To employ labour and to supply materials to carry out the balance work debiting contractor with the cost of labour 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 to give it to another contractor to complete. In this case the excess expenditure incurred than what whole have been paid to the original contractor, if the work 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 for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above course being adopted by the owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement so or made by advance on account of or with a view to the execution of the work 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 the contractor shall only be entitled to be paid the value so certified. In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the preceding clause, he may, if he so desire, take possession of all or any tools and plant, materials and stores in or upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-charge may give notice in writing to the contractor or his representative requiring him to remove such tools plant materials or stores from the premises within the time specified in the notice and in if the contractor fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the contractor and his risks in all respects without any further notice as to the date, time to place of the sale and the certificate of Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

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

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof a specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall he have any claim for compensation by reason if any alternations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

When the contractor is a partnership firm, the prior approval in writing of the S.M.C. shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub-contractor enters into any agreement with other parties whereunder the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of sub-letting clause hereof and the same action may be taken and the same consequence shall 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 OFFICE AT SITE :

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.

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, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, 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, foremen or other employees shall, in the opinion of Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in opinion of the owner or Engineer-in-charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-charge, shall at once remove person or persons from employment thereon. Any person or persons so removed shall not again be 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 behaviour of all the staff, foremen, workmen and others shall exercise proper control over them and in particular and without prejudice to the same. Generally, the contractor shall be bound to prohibit and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.

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

GC-29 TERMINATION OF SUB-CONTRACTOR BY OWNER :

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, the S.M.C. may give written notice to the contractor request him to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and the latter 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 ENTRY :



If the contractor shall not commence the work in the manner previously described in the contract documents or if he shall, at any time, in the opinion of Engineer-in-charge.

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

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stock therein, and to revoke the contractor's licence 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 authorise the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in written by the Engineer-in-charge to be reasonable and without making any payment or allowance to the contractor for the use of said temporary works, constructional plant and stock or being liable for any loss or damage thereto. If the owner shall be reasonable of his taking possession of the works or of the work being got completed by other contractor incur excess certified by the Engineer-in-charge shall be deducted from any money which may be due for the work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to and recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR & 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 co-operation and co-ordinate the work with other contractors or their authorised representative and the contractor will put a joint scheme with the concurrence of other contractors showing the arrangements for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme 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 levelling, 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 authorised representative at the job site or may be served by registered post direct to the official address of the contractor proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

GC-34 RIGHT OF VARIOUS INTERESTS :

The owner reserves the right to distribute the work between more than one contractor. Contractor shall co-operate and afford reasonable opportunity to other contractors for access to the works for the carriage and storage of materials and execution of their works.

Wherever the work being done by any department of the owner or by other contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall



be determined by Engineer-in-charge to secure the completion of various portions of the work in general harmony.

GC-35 PRICE ADJUSTMENT :

No adjustment in price shall be allowed as the time limit for completion of the project is less than One year.

GC-36 TERMS OF PAYMENT :

The payment of Bills shall be made progressively according to the rules and practice followed by the Municipal Corporation. The progressive payment unless otherwise provided in the Contract Agreement or sub-sequently agreed to by the parties, shall be made generally monthly on submission of a bill 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-37 (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 conditions at Clause GC-77 (Measurement of Work in Progress)

GC-37 RETENTION MONEY :

Pursuant to Clause GC-36 Terms of Payment) on all money due to the contractor for work done, Municipal Corporation will hold as retention money of Seven percent (7%) of the value of work. 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-83 (Completion Certificate).

However, after the assurance of completion certificate, and 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-38 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 at law or other-wise from the Contractor.

GC-39 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 commissions payable by the contractor to establish commercial or selling agent for the purpose of securing business.

2. No officer, employer of the Municipal Corporation be admitted to any share or part of this contract or to any benefit that may rise therefrom.

GC-40 BREACH OF CONTRACT BY CONTRACTOR :

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him in by the Engineer-in-charge accordance with the contract, or shall contravene the provisions of the contract, the S.M.C. may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days or receipt, if the Municipal Commissioner shall think fit, it shall be lawful for the Municipal Corporation, without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all or part of the works, and to make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event Article GC-15 (Subletting of work) and GC-16 (Sub-Contracts for Temporary 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-41 DEFAULT OF CONTRACTOR :

1. The Municipal Corporation may upon written notice of default to the contractor terminate the contract in circumstance detailed hereunder :

(a) If in the judgement 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 judgement of the Municipal Corporation the contractor fails to comply with any of the provisions of this contract.

2. In the event the Municipal Commissioner terminates the contract in whole or in part as provided in Article GC-48 (Termination of Contract), the Municipal Corporation reserves the right to purchase upon such terms and in such manner as it may deem appropriate, plant similar to that terminated and the contractor 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) (1) the Municipal Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Municipal Corporation under any of the following cases in the manual and as directed by the Municipal Corporation. (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- 48 (Termination of Contract) the Contractor shall continue performance of the contract, in which case the shall be liable to the Municipal Corporation for liquidated damages for delay until the works are accepted.

GC-42 BANKRUPTCY :

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him, or compound with the creditors, or being the Municipal Corporation commence to be wound up, not being a member's Voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the owner shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the contractor or to the receiver or liquidator or to any person or organisation in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract upto 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-43 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 sum to which he may become entitled in respect thereof pursuant to clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER :

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

GC-45 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-46 OVERPAYMENT AND UNDERPAYMENT :

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

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Municipal Corporation from the contractor by way of all the means prescribed above or if any under payment is discovered by the Municipal Corporation, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time



thereafter become due before payment is made to the contractor from him to the Municipal Corporation on any other contract account whatsoever.

GC-47 SETTLEMENT OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Commissioner, subject to a written appeal by the Contractor to the Commissioner, and these decisions shall be final and binding to the contractor.

GC-48 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 when 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 can not be resumed within six(6) months the party shall have the right to terminate the contract upon Ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor 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 is cause where the total amount of payments made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within Sixty (60) days after termination and the Municipal Commissioner thereafter shall release all bonds and guarantees, should the contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.

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-49 CHANGES IN CONSTITUTION :

Where the contractor is a partnership firm, the prior approval in writing of the Municipal Commissioner shall be obtained any change is made in the constitution of the firm. Where the contractor is an individual or an undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreement whereunder 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-50 SUB-CONTRACTUAL RELATIONS :

All work performed for the contract by sub-contractor shall be pursuant to an appropriate agreement between the contractor and sub-contractor which shall contain provisions to :

- a) Protect and preserve the rights of the Municipal Corporation and the Engineer with respect to the work to be performed under the sub-contract so that the sub-contractor thereof 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-51 LIEN :

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 be or become due and payable to the contractor. If any lien or claims remaining, unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all cost and reasonable expenses.

GC-52 EXECUTION OF WORK :

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

GC-53 WORK IN MONSOON :

When the work continues in monsoon, the contractor shall maintain minimum 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-54 WORK CLOSED ON SUNDAYS & HOLIDAYS & 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 perviously obtained and with holding such permissions shall be no ground of complaint on the part of contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

GC-55 EXTRA SUPERVISION CHARGES TO BE BORNE BY CONTRACTOR :

Further to clause No.GC-54 when Engineer-in-charge feels necessary to give permission to contractor for carrying out work for period of more than Eight hours working period in a day and/or to continue work on sunday and Corporation holidays. Extra Supervision charges arising due to overtime working of Corporation's staff shall be borne by the contractor at prevailing rates from time to time. Such extra supervision charges shall be deducted by Corporation from the running bill/s of the contractor at Surat Municipal Corporation's description.

GC-56 DRAWING TO BE SUPPLIED BY THE OWNER :

The drawings attached with the tender documents 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-57 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :

Where drawings, date are to be furnished by the contractor they shall be as enumerated in special condition of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be the Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in these drawings during the execution of the work shall have to be carried out by the contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the contractor and Engineer-in-charge.

"Certified true for _____ project Agreement No. _____
Signed _____ Contractor Engineer-in-charge Drawings will be approved within
three (3) weeks of the receipt of the same by the Engineer-in-charge.

GC-58 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, flage, ranging, rods, strings and other materials and 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 and necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence for such removal or disturbance. The contractor shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Centre line marks either existing or fixed by the Contractor. The Centre, longitudinal or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the centre for setting up the



theodolite. The work shall not be started unless the setting out is checked by Engineer-in-charge in writing but such approval shall not relieve the contractor of his responsibilities. The contractor shall provide all materials, labour and other facilities necessary for checking at his own cost.

Pillars bearing geodetic marks on site shall be protected by the Contractor. On completion of the work the contractor shall submit the Geodetic documents according to which the work has been carried out.

GC-59 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK:

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

1. Materials to be supplied by Contractor :

Contractor shall procure and provide all the materials required for the execution and maintenance of work including M.S. rods, 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 designed by the contractor but assumes no responsibility or any nature. Owner shall insist for procurement of materials with ISI Marks supplied by reputed firms on the DGS & D List.

2. If however the Engineer-in-charge feels that work is likely to be delayed due to contractor's inability to procure the materials, the Engineer-in-charge shall have the right to procure materials from the market and the contractor will accept these materials at the rates decided by Engineer-in-charge

GC-60 MATERIALS TO BE SUPPLIED BY THE OWNER :

1. If the contract provides certain materials or stores to be supplied by the S.M.C. such materials and stores shall be transported by the contractor at his cost from S.M.C.'s stores or Railway Station. The sum due from contractor for the value of materials supplied by the owner 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 the work contract has to account for the full quantity of materials supplied to him.

2. The value of store materials supplied by the S.M.C. to the contract shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the S.M.C., the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining un-used at the time of completion of work or termination of contract shall be returned to S.M.C.'s store or any other place as directed by the Engineer-in-charge in perfectly good condition at contractor's cost. When materials are 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 effected at double the applicable issue rate of the materials or the market rate whichever is higher.

GC-61 CONDITIONS OF ISSUE OF MATERIALS BY THE S.M.C.:

a) The materials specified to be issued by the S.M.C. to the contractor shall be issued by the S.M.C.'s store 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 S.M.C. from time to time.

b) Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

c) Material shall be issued by the S.M.C. in Standard/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 S.M.C. after satisfying himself 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 according to the instructions of the Engineer-in-charge.

f) For delay in supply or for non supply of materials to be supplied by the S.M.C., on account of natural calamities, act of enemies, other difficulties beyond the control of the S.M.C., the S.M.C. carries non-responsibilities. In no case the contractor shall be entitled to claim any compensation for loss suffered by him on this account.

g) None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from manufacturer. The materials issued by the owner shall be used for the work only and no other purpose.

h) Contractor shall be required to execute indemnity bond in the prescribed form for the same custody and account of materials issued by the owner.



- i) Contractor shall furnish sufficiently in advance a Statement of his requirements of quantities of materials to be supplied by the S.M.C. and the time when the same 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 materials in good condition at S.M.C.'s store at his own cost.

GC-62 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the S.M.C. either by issue from S.M.C. stock or purchase made under orders or permits or licences issued by the Government, the contractor shall hold the same materials as trustees for owner and use such materials economically and solely for the purpose of contract and not dispose them off without the permission of S.M.C. and return, if required by Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such prices as Engineer-in-charge shall determine having due regard to the conditions of the materials. The price allowed to contractor shall not exceed the amount charged to him excluding the storage charges if any. The decision of Engineer-in-charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of licence of permits and/or for criminal breach of trust be liable to compensate S.M.C. at double rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-in-charge and his decision shall be final and conclusive.

GC-63 MATERIALS OBTAINED FROM DISMANTLING :

If the contractor, in the course of execution of work is called upon to dismantle any part for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of the S.M.C. and will be disposed of as per instruction of Engineer-in-charge in the best interest of the S.M.C.

GC-64 ARTICLE OF VALUE OR TREASURE FOUND DURING CONSTRUCTION:

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

GC-65 DISCREPANCIES BETWEEN INSTRUCTIONS :

If there is any discrepancy between the various stipulations of the contract documents of instructions to the contractor or his authorised 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 shown in drawing and specifications, the same shown in drawing shall be considered as final and will be binding upon the contractor.

GC-66 SCHEDULE OF QUANTITIES AND EXTRA ITEMS :

A. Schedule of Quantities :

Variations in the quantities of work in schedule of quantities shall not vitiate the contract. The rates quoted for the individual items shall apply for the quantities of work increased or decreased by not more than twenty percent for each of the items, should the quantities of work actually involved under any item vary by more than twenty (20%) percent, the rate for such item of work shall be revised in accordance with the procedures indicated under clause "Extra Items". The payment for the items will, however, continue to be at the original rate till the revised rate decided.

B. Extra Items :

Extra Items 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 rates for extra items shall be derived from the S.O.R.(R&B Division) Year 2013-2014 and quoted premium of tender. If the rate of extra item is not available in S.O.R. it will be derived on prevailing market rate.

GC-67 ACTION WHEN NO SPECIFICATION IS ISSUED :



In case of any class of work for which no specification is supplied by the S.M.C. in the tender documents, such work shall be carried out in accordance with I.S.S. do not cover the same, the work should be carried out as per standard Engineering practice subject to the approval of Engineer-in-charge.

GC-68 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 or 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 S.M.C. is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer or demand.

GC-69 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-70 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 direct at the place of manufacture or fabrication or on site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any work or 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 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-71 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound imperfect or unskilled workmanship or otherwise not in accordance with the contract, shall, no demand in writing from Engineer-in-charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work, specified and in the event of failure to do so within a period to be specified by Engineer-in-charge in his aforesaid demand, contractor shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of work for every Ten (10) days limited to a maximum of Ten (10%) Percent of the value of work while his failure to do so 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-72 SUSPENSION OF WORK :

Contractor shall, if ordered in writing by Engineer-in-charge or his representative temporarily suspend 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 the applied for the same provided the suspension was not consequent upon any default or failure on the part of the contractor.

GC-73 OWNER MAY DO PART OF THE WORK :

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



GC-74 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 contract. 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-75 COMPLETION CERTIFICATE :

As soon as the work has been completed in accordance with contract (except in minor respect that do not effect their use for the purpose for 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 a 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 S.M.C. shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, S.M.C. 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 made good, with all speed any defect arising from the defective materials supplied by contractor or workmanship or any act 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, S.M.C. may proceed to do work at contractor's risk and expenses and deduct from the final bill such amount as may be decided by S.M.C. 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, S.M.C. 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 afforded reasonable opportunity for completion of this work for the issue of completion certificate.

GC-76 SCHEDULE OF RATES :

1. The price/rates quoted by the contractor shall be remain firm till the issue of final certificate and shall be subject to price ADJUSTMENT CLAUSE GC-35. Schedule of rates shall be deemed to include and cover all costs expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handling overwork to owner by contractor. Contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required through contract documents may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to completion work. The opinion of Engineer-in-charge as to the item of work shall be final and binding on Contractor although the same may be not shown on or described specifically in contract documents.
2. The Schedule of rates shall be deemed to include and cover the cost of all 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 for work and shall include an indemnity to-owner which contractor hereby gives against all action, proceeding, claims, damages, costs and expenses arising from the incorporation in use of work of any such articles, processes or materials. Octroi of other Municipal or Local Board charges if levied on materials equipment of machineries to be brought to site for use on work shall be borne by the contractor.
4. No exemption or reduction of custom duties excise duties, sales-tax or any other taxes or charges of the Central or State Government any local body whatsoever will be granted to be obtained. All of such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor will also obtained and pay for all permits or other privileges necessary to complete work.
5. The schedule of rates shall be deemed to include and cover risk on account of delay or interference with contractor's conduct of work which may occur from any cause including orders of S.M.C. in the exercise of his power and no account of extension of time granted due to various reasons.
6. For work under unit rate basis no alteration 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-77 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 authorised agent. Such measurements will be got



recorded in the measurement book by the Engineer or his authorised representative and signed by contractor or his authorised agent in token of acceptance. If the contractor or his authorised agent fails to be present when even 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 authorised representative notwithstanding the absence of contractor and these measurement will be deemed to be correct and binding on contractor.

2. Contractor will submit a bill in approved proforma in duplicate to the Engineer - in - charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, far as admissible, adjusted if possible, within 10 days of presentation of the bills.

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 unperishable nature and an agreement bedrawn up with contractor under which the owner secured a lien on these materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be post-poned 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 and 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.I.

GC-78 RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES :

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

GC-79 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 the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No commission by S.M.C. to reject any such claim and no delay in dealing therewith shall be waiver by S.M.C. of any rights in respect thereof.

GC-80 PAYMENT OF CONTRACTOR'S BILL :

1. The price to be paid by the S.M.C. to contractor for the work to be done and for the performance of all the obligations undertaken 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.5,000/- 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 shall be released to the contractor within Thirty (30) days of submission of the bill in case of running bill and within two (02) months in case of final bill, contractor shall present the bill duly pre-receipted on proper revenue stamp.

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

GC-81 FINAL BILL :

The final bill shall be submitted by Contractor within two (02) month of the date of physical completion of work, Otherwise the Engineer-in-charge certificate of the measurement and of total amount payable for work shall be finalised binding on all parties.



GC-82 RECEIPT FOR PAYMENT :

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

GC-83 COMPLETION CERTIFICATE :

1. When the contractor fulfil 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 alongwith such application for completion certificate.

The Engineer-in-charge shall normally issue to contractor the completion certificate within 2 (Two) month after receiving an application thereof from contractor after verifying from the complete documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract document. Contractor after obtaining the completion certificate is eligible to present the final bill for work executed by him under the terms of contract.

2. Within 2 (Two) month of completion of work in all respect contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed, until all (1) scaffolding, surplus materials and rubbish is clearing off site completely (2) until work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive and (3) until all the temporary works, 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 he thinks fit.

3. The following documents will form the completion documents :

- (a) Technical documents according to which work was carried out.
- (b) Construction drawings showing therein the modifications and corrections made during the course of execution signed by Engineer-in-charge.
- (c) Completion certificate for "Embedded" or "Covered" up work.
- (d) Certificate of final levels as set out for various works.
- (e) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to S.M.C.'s store duly supported by necessary documents.

4. Upon expiry of the period of 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 an general account shall be taken to be an admission by owner of the due performance of contract or any part thereof or of occupancy validity of any claim by the contractor.

GC-84 TAXES, DUTIES, OCTROI, ETC. :

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

1% Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat (If applicable).

GC-85 INSURANCE :

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

1. Employees State Insurance Act :

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



employees of Contractor, by third parties or by Central or State Government authority or any administrative Sub-division thereof. Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration from and all forms which may be required in respect Contractor's or Sub-contractor's employees these aggregate remuneration is Rs. 400/-p.m.or less and who are employed in work provided for or those covered by E.S.I from time to time under the agreement. The Contractor shall deduct and secure the agreement of the Sub-contractor to deduct the employees' contribution as per the first Schedule of the Employees' State Insurance Act from wages. Contractor shall remit and secure the agreement of Sub-contractor to remit to the State Bank of India Employees' State Insurance Corporation Accounts, the employees contribution as required by the Act Contractor agrees to maintain all cares and record as required under the Act in respect of employees and payments and contractor shall secure the agreements of the sub-contractors to maintain such records, any expenses incurred for the contributions or maintaining records shall be to contractor's or sub-contractor's account. Owner shall retain such sum as may be necessary from the contract value until contractor shall furnish satisfactory proof that all contribution as required by the Employees' State Insurance Act 1948 have been paid.

2. Workman's Compensation And Employees Liability Insurance : Insurance shall be effected for all contractors employees engaged in the performance of this contract. If any part of work is sublet, contractor shall require the sub-contractor to provide workmans' compensation and employer's liability insurance which may be required by owner.
3. Other Insurance required under law or regulation by owner : Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by owner.

GC-86 DAMAGE TO PROPERTY :

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or Procured by owner or of other Agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence or 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 S.M.C's property arising under or by reasons of this agreement if such claims result from the fault and / or negligence or willful act of omission of contractor, his employees, agents, representatives or sub-contractors.

GC-87 OUR 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 be employed on work.
3. Contractor shall pay to the labours engaged on work according the law.
4. The Contractor and sub-contractors of the contractor shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract Labour Abolition and Regulation Act 1970,) in so far as applicable) any and all such licenses, consents, Registration and / or other authorisation as shall from time to time be or become necessary for relating to the execution of work or any part of portion thereof or the storage or supply of any materials or otherwise in connection with the performance of the contract and shall at all times observance by the sub- contractors, employees and agents of all terms and conditions of the said licenses, consents, regulation and other authorisa- tion and laws, rules and regulations applicable thereto.

GC-88 CONTRACTOR TO INDEMNIFY OWNER :

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman/ employee of the contractor or any sub-contractor and or from any liability and way to any workman / employee of the contractor or any sub-contractor under any law, rule or regulations having the force of law, including but not limited to claims against the owner under the workman compensation Act 1923. The employees' Provident Funds Act 1952 and/or the Contract 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 so paid and the cost incurred by the owner shall be charged to and paid by contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.



3. In every case in which by virtue of any provision applicable in the workman's Compensation Act 1923 or any other Act, be obliged to pay compensation to workman employed by Contractor the amount of compensation so paid, and without prejudice to the rights of S.M.C. under sec.(12) Sub-section (2) of the said Act, S.M.C. shall be at liberty to recover such amount from any surplus due to the contractor or the security deposit. S.M.C. will not be bound to contest any claim made under section (12) Sub-section (2) of the said Act except or written request of Contractor and upon the contesting of such claim.

4. The Contractor shall protect adjoining sites against structural decorative and other damages that could be caused to adjoining premises by the execution of these works and made good at his cost, any such damage, so caused.

GC-89 IMPLEMENTATION OF APPRENTICE ACT 1964 :

Contractor shall comply with the provisions of the Apprentice Act 1964 and the orders issued thereunder 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-90 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-91 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 forth herein.

1. 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 be furnished to Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in contractor's field office.

1.3 All injuries shall be reported promptly to Engineer-in-charge, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2. General Rules :

2.1 Carrying, striking, matches, lighters inside the project area & smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, not hot work shall be permitted without valid gas safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-contractors/ employees in this regard.

3. 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 latter 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 (1 horizontal and 4 vertical).

3.2 Scaffolding or staging more than 3.6 M (12') above the ground or floor, swing or suspended from an overhead support or 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 so fastened as to prevent it from swaying from the building or structure.

4. Maintenance of Safety Devices :

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

5. Display or Safety Instructions :

5.1 These 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. Enforcement of Safety Regulations :

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

7. No Exemption :

7.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the contractor from the operations of any other Act or rules in force in the Republic of India.



7.2 In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code framed from time to time.

GC-92 ACCIDENTS:

It shall be the contractor's responsibility to protect against accidents on the work. He shall indemnify the Municipal Corporation against any claim for damage or for injury to persons or property resulting from, and in the course of work and also under the provision of the Workman's Compensation Act. On the 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 persons 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 Contractor's failure to report in the manner aforesaid. This includes penalties or fine 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 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 out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labour commission in regard to quantum of compensation, the difference in amount will be adjusted.

GC-93 It is clarified that if the contractor makes his own arrangements for water required for construction and labour camp etc. by drilling bore. No water charges will be recovered from the contractor. On the otherhand, 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 even so water charges shall be recovered as per relevant condition of the tender.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

Signature Of The Contractor.

Name :-

Address :-



8.0 SPECIAL CONDITIONS OF CONTRACT

1. The work shall be carried out strictly as per GPCB/Government/High Court and Supreme Court Guide line and Judgment, manual scavenger act and prevailing act, laws, rules and regulation at the time of contract.
2. Protective safety gears means, total safety measures – Air breathing apparatus and PPEs line Helmets, Gloves, Safety Belts, refractive jackets, Safety shoes, rope ladders, etc. shall be used while carrying out the work, steel rods, pickup tools, round stock cork screw, bucket. nylon ropes should be provided by Contractor own.
3. The Contractor has to take all necessary precautions and safety measures against accident hazards such as chemical test, test for gases, safety belt, Air Breathing apparatus with air cylinder/Air Compressor, Air breathing apparatus with blower, dry cells, torches, generating set for lighting inside the area etc. complete as directed during day and night etc. complete.
4. If necessity of Sewer jetting machine/Gulper (Suction) Machine/ pump arises, the machine/ pump should be provided to the Contractor. The requirement of machine / pump will be decided by Engineer/Officer in charge as per site condition subject to availability of machine / pump.
5. Required measures for the traffic diversion and safety shall be arranged property by the contractor at his own cost. No extra payment shall be given.
6. **Termination of Contract:** If work shall not carry out satisfactorily, the contract shall be terminated any time by issuing a single notice.
7. The Contractor has to make satisfactory arrangements for office. SMC will provide site office place nearby the area free of cost and he should give the name of contact person (Supervisor) and his mobile Number same will be published to public.
8. It is presumed that the contractor has read and clearly understood the various terms conditions and other important points of the tender and has quoted the rates accordingly.
9. Tender once offered shall not be withdrawn except the permission of Surat Municipal Corporation.
10. Tender once accepted shall be binding to the Contractor. Contractor has to submit E.M.D. Rs.22,000.00 in the form of Demand Draft in the name of Commissioner, Surat Municipal Corporation payable at Surat.
11. The rate shall be inclusive of all taxes, levies, duties, insurance, registrations, transportations etc. However the service tax paid by the contractor shall be reimbursed on production of receipts and other relevant documents along with the running bills.
12. The time limit of completion of work shall be **12 (Twelve) months (including monsoon)** from the date fixed in written order to commence. However further time limit should be extended up to one / two year as per satisfactory performance of the work. The payment should be made on monthly basis, not on nos. of complaints.
13. **ACCIDENT LIABILITIES :**
The Contractor shall be responsible for all liabilities under workman compensation act, as under :
 - (a) On occurrence of accident, resulting in death of workman employed by the Contractor which is so serious as is likely to result in death of such workman who meet with accident, the Contractor shall within 24 hours of accident, will intimate in writing to Engineer-in-charge of such incidence. The Contractor shall indemnify client, against all losses/damages sustained by the client resulting directly or indirectly from his failure to give such intimation to client including penalties/fines if any, payable by client as a consequence of client's



failure to give notice under workman's compensation act or otherwise to conform the provision of this act in regard to such accidents.

- (b) In case when such compensations as above becomes payable under workman's compensation act, whether by contractor or by client as principal employer, it shall be law full for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sums of money as may in the opinion of the Engineer-in-charge be sufficient to meet such a liability, the opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.
14. **INSURANCE:** The Contractor shall take "**All Contract Risk Insurance Policy**" for the estimated cost of this work "**Work's Man Compensation Policy**" for all workers and labours 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.
15. The Contractor shall arrange for the traffic diversion board, safety equipment, personal protective equipment such as helmets, refractive jackets, gumboots etc. for his employees as per guide lines of IS 11972:1987.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

Signature Of The Contractor.



9.0 PREAMBLE TO TECHNICAL SPECIFICATION (PRICE - BID)

- 1.0 The Schedule of Quantities and Rates are to be read for the purpose of pricing in conjunction with instructions of tenderer, technical specifications, drawings and General conditions for contract for Civil works.
- 2.0 The price quoted in the summary of costs, sheets of schedule of quantities and rates shall be of all inclusive value for the work described including all costs and expenses which may be required in for the execution of the work described together with all general risks, liabilities and obligations set further or implied in the document on which the tender is based.
- 3.0 The quantities furnished are approximate. In the event of actual quantities varying from those furnished herein below or items detailed or added, the percentage (Plus/Minus) quoted for the entire work shall remain, firm and no extra claims in this respect will be entertained. The payment shall be made based on the actual quantities in the complete work.
- 4.0 All works shall be carried out strictly as per detailed specification whether actually specified or not. If not specified, as per directions of owner/Engineer-in-charge.
- 5.0 Percentage (Plus/Minus) quoted by tenderer shall be firm even if the contract is split.
- 6.0 Percentage (Plus/Minus) and the total amount entertained in the summary of cost, sheet of schedule of quantities and Rates shall be written in ink and shall be entered both in figures and words.
- 7.0 Detailed specifications of items of work are described under section Detailed Technical Specification for each item of schedule of quantities and Rates. The section gives guidelines to the reference of relevant clauses of specifications and mode of measurement. Tenderer shall read this in conjunction with other technical specifications and quote accordingly.
- 8.0 The measurements shall be as described in the detailed Technical specification of items of work, all measurements being not in accordance with the drawings with no allowance for waste.
- 9.0 If Tenderer need any clarifications, they should obtain the same in writing from Owner/Engineer-in-charge. No notice will be taken of any verbal discussion in such matters.

mm	Millimetres
cm	Centimetres
mt.	Metres
Km.	Kilometres
Sq.mt.	Square Meters
Cu.mt.	Cubic Meters
R.Mt.	Running Meters
No.	Numbers
C.I.	Cast Iron
R.C.C.	Reinforced Cement Concrete
Wt.	Weight
Kg.	Kilogramme
M.T.	Metric Tonne
M.D.	Metre Depth
M.S.	Mild Steel
I.S.	Indian Standard



11.0 MEMORANDUM

1.	General Description of work	:	DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN (REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd Attempt)
2.	Estimated Cost	:	Rs. 21,86,833.00
3.	Earnest Money Deposit	:	Rs.22,000.00
4.	Additional Security Deposit (i) Cash (not less than the amount of earnest money)	:	Rs. 2% of Tender Amount.
	(ii) To be deducted for current bills	:	Rs. -----
	Total Deposit	:	Rs. 2% of Tender Amount.
5.	Time allowed for the completion of work from date fixed in written order to commence	:	12 (Twelve) Months (including monsoon)
6.	Compensation for delayed work under Clause 2	:	Zero Point two percent (0.2%) of the contract price per day maximum up to Ten Percent of the contract price.
7.	The progress of work should confirm to the following schedule		As per special conditions of contract
	--	:	--
8.	Percentage to be retained from running Account Bills and released at final Bill time.	:	7% (Seven Percent)
9.	Defect Liability Period	:	12 (Twelve) Months after completion of work.
10.	Water Charges	:	--
11.	Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat.	:	-

Executive Engineer,
New East (Sarathana) Zone
Surat Municipal Corporation ,

Signature Of The Contractor.



14.0 ITEMWISE DETAILED TECHNICAL SPECIFICATION

ITEM NO.1(a) :-

Desalting of garbage, rubbish, clay, silt, grit, industrial waste and any kind of waste from wet sump, screen chamber, inlet chamber etc of drainage pumping stations/ sewage treatment plants of any size and shape **up to 3.00 mt. depth** from G.L. by any means in dry or wet conditions in different areas of Surat city as directed by The Engineer in charge including stacking and disposing of the desalted materials and other waste materials brought from silt chamber, wet sumps, screen chamber etc. as per instruction and strictly directed by the Engineer in charge including dewatering required if any and taking all necessary precautions and safely measures against accident hazards such as test for gases, safety belt, breathing apparatus with air cylinder / blow man's breathing apparatus with blower, dry cells, torches generating set for lighting in side the areas etc. complete as directed during day.

1.1.0 WORKMANSHIP

1.1.1 The drainage pumping stations of 3.0 mt. depth of any diameter of be cleaned thoroughly as per the instruction and up to the satisfaction of Engineer in charge.

1.1.2 The contractor shall have to bring all necessary tools and equipment and labor required for the work.

1.1.3 Te worker/laborer of the contractor shall go down in to the pumping station from the opening of the from or any gap providing for this purpose and they shall bring out the desilted material with the help of pawdas, pick axe, scraper, pulleys, ladders or any other machineries, equipment required for this purpose. All desilted material shall be stacked in uniform layer out side the pumping station as directed.

1.1.4 Opening of pumping station shall be opened by the contractor at the time of starting of the work and it shall be closed at the time of closing the work.

1.1.5 It shall be responsibility of contractor to provide all safety provisions to protect the site from accident of vehicles / animal / bird at the site. The contractor shall have to provide and maintain red sign boards, red light, red flag and other signals and information to avoid the accident at the site during the work. It is advisable that the opening in pumping station shall be protected to avoid the accident. During night time red lamp shall be provided at site. The contractor shall be responsible for any mishap of fatal/nonfatal accident occurred at site. In no case Municipal Corporation or his officials shall be responsible for it.

1.1.6 The contractor shall be provided all safety measures and means to avoid the accident to his worker/labors such as test of gases, providing Breathing Apparatus with air cylinder/Blow man's Breathing Apparatus with blower, safety belt, dry cells, torch Generating set lighting arrangement etc. to his worker/labor. In no case Municipal Corporation or any officials will be responsible for it.

1.1.7 The contractor shall have to provide supervisor or Mukadam at all site of work to follow the instructions give by Engineer in Charge.

1.1.8 The dewatering (if any) required is to be done by the contractor. for this all tools plants, equipments, dewatering pump shall be provided, operated and maintained by the contractor.

1.1.9 The contractor shall have to clean and dress the site of work after completion of the work as directed.

1.1.10 The contractor shall be responsible to remove all accumulation of garbage, rubbish, clay, silt, grit, industrial waste, like acidic hot water, chemical water any kind of waste water etc.

1.1.11 The contractor shall have to stack desilted material (garbage, rubbish, clay, silt, grit etc. at the places shown by Engineer in Charge and shall be collected in the standard from of heap or in trapezoidal shape box of standard size (chatta) after the material is dried up.

1.1.12 The definition of garbage and rubbish shall be considered as under for this work.

Garbage: - It includes all kinds of semisolid, waste food and product as vegetable, peeling fruits waste, meats etc.

Rubbish:- It includes all kinds of semisolid wastes as paper, broken furniture, pottery, waste building materials, mud, sand etc. found from wet well of P.S.

1.1.13 The work shall be carried out during day and night time as per the condition in pumping stations/sewage treatment plants.

1.1.14 Arrangement for movement of the trucks, machineries etc. along the entire length of the work under this item shall also have to be done by the contractor at this own cost wherever it would not be possible the transport means to reach the site of work. the contractor shall have to find another alternate to carrying the material by manually for which no extra payment shall be made

1.1.15 Labor license required for the labor engaged by the contractor is to be arranged by contractor the same shall be produced before starting the work.

1.1.16 The desilted material and other waste material brought out from pumping station shall be disposed from site as per the instruction of engineer in charge maximum within a week for pumping station. The material shall be removed immediately after measurements have been taken.

1.1.17 The lesion cloth cover or any other suitable material shall be used during disposing so that bad smell during disposing.



1.1.18 Disposing shall include loading, staking the waste material in the vehicle, transporting and unloading at proper place shown by Engineer in charge. All necessary machinery, vehicles and labors required for loading, stacking, transporting and unloading the same is to be procured by the contractor.

1.1.19 The rate shall include loading, stacking, transporting and unloading the waste as directed by engineer in charge. The contractor shall not make delay in depositing of desilted material. Desilted material stack at site shall be kept at site for a week for pumping station / sewage treatment plant. If contractor fail to remove the desilted material within a week and depositing is made by S.M.C. they are liable for a penalty of Rest. 70/- per Cu. mt.

1.1.20 The contractors have to convey the desilted material from the site to the place as directed by engineer in charge. Should be dumped and / or spread in such a way as not to obstruct the path of vehicles but it should also make approach to lay the material beyond the dump. Nether any excuse difficulties for passing the notice over dumped waste shall be allowed nor will any extra charges be paid to the contractor for the same.

1.1.21 The conveying of desilted material shall be done in such a manner that it should not cause to any delay in progress of work and during conveying, the material should not be dropped from the vehicle.

1.1.22 When it is not possible to convey the desilted material by the transport means to reach the site of work, the contractor shall have to find another alternate to transport the material by manually for which no extra payment or claim shall be made / inter tainted.

1.2.0 MODE OF MEASUREMENT AND PAYMENT :-

1.2.1 The payment shall be made after completion of a particular pumping station. The engineer in charge shall visit the site. If he satisfy, the payment shall be made for the desilted material brought out from that particular pumping station.

1.2.2 If for want of space at wet weel etc., wet silt / waste material can not be kept at site for drying purpose and is directly loaded in to truck /vehicle for transportation to dumping site. The said truck /vehicle shall be water tight. No wet site will be allowed to be dropped on road during transportation. In such cases for payment purpose measurement of desilted material will be taken on basis of lorry measurements.

1.2.3 The payment shall be made in cubic meter of dry desilted material collected and measured in trapezoidal shape box of fixed size (chatta) as per the instruction given above.

1.2.4 The rate shall be for a unit of one cubic meter.

ITEM NO.1(b) :- As per 1(a) but 3.1 mt to 6.0 mt depth.

ITEM NO.1(c) :- As per 1(a) but 6.0 mt depth and more depth.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation,

Signature Of The Contractor.



15.0 IMPORTANT INSTRUCTION TO TENDERER

DESILTING AND CLEANING OF SEWER DRAINAGE MACHINEHOLE OF EXISTING DRAINAGE LINE IN DIFFERENT SOCIETY TPS NO. 27 (UTRAN-KOSAD), TPS NO. 73 (UTRAN), TPS NO. 86 (KOSAD), BHARTHANA, UMRA AND GOTHAN (REST PART OF RAILWAY) IN NEW EAST (SARTHANA) ZONE, SURAT. (3rd Attempt)

Affix Latest Passport Size Photo of tenderer

Specimen Signature of the Bidder.

[2] AFFIX LATEST PASSPORT SIZE PHOTOGRAPH OF ALL PARTNERS IN CASE OF PARTNERSHIP AGENCY.

1	2	3	4
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Specimen Signature of all partners incase of partnership agency.

1. ----- Submission of Registered Agreement
2. ----- is compulsory in case of partnership
3. ----- agency.
4. -----

- [3] Submission of income tax clearance certificate of last three years is compulsory for tenderer submitting agency.
- [4] Submission of sale tax certificate, with proof of residence is compulsory for tenderer.
- [5] In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
- [6] The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of SMC.
- [7] The specimen signature of contractor will be cross checked by Account Department of SMC, in case of representative of Contractor along with letter of authority of a person who signed an agreement, receives payment.
- [8] In case of octroi applicable to the goods of supplier/tenderer, the tenderer/supplier has to submit an attested copies of Xerox of all octroi receipts.
- [9] All partners of tenderer should put their specimen signature at the relevant places in the tender. A Passport size photograph of all partners who have signed the tender shall be affixed in the tender. The successful tenderer shall be required to execute necessary agreement where in the same partners shall put on their signatures.

Executive Engineer,
New East (Sarothana) Zone
Surat Municipal Corporation ,

Signature Of The Contractor.



ટેન્ડર માટે વિશેષ શરતો:

- (૧) ટ્રેનેજ લાઈન પરના મેનહોલો ૩' ઉડાઈથી ૨૫', ૩૦' ઉડાઈ સુધીના હોય છે. આ મેનહોલમાં જામી ગયેલ કચરો – માટી અને અન્ય જમા થયેલ મટેરીયલ્સ વિગેરે સાફ કરવા માટે જાણકાર, તાલીમ પામેલ, અનુભવી કામદારોની જરૂરીયાત રહેશે.
- (૨) ટ્રેનેજ લાઈન અને તે પરના મેનહોલોની સાફ સફાઈ કરવાના કામના ઈજારદારે પોતાના જ સલામતીના તમામ સાધનો જેવા કે બ્રિધીંગ એપરેટસ, માસ્ક, ઓક્સીજન/એર સીલીન્ડર, ગેસ ડીટેક્ટર, મોશન લેસ ડીટેક્ટર, સેફ્ટી બેલ્ટ, રોપ-લેડર(સીડી), હેલ્મેટ, રસ્સી(દોરડુ), વિગેરે રાખવાના રહેશે. આ બાબતે અગર ઈજારદાર સલામતીના વિવિધ પ્રકારના સાધનો સુરત મહાનગર સેવા સદનના વાપરવાની ઈચ્છા રાખશે તો તેની લેખિત જાણ તેઓ ખાતાના વડાને કરવાની રહેશે. ત્યાર બાદ તેમની મંજૂરી મળ્યા ઈજારદારે ટેન્ડર રકમના ૨૦% પ્રમાણે અત્રેના ખાતામાં સાધનોના વપરાશના ભાડા પેટે એડવાન્સમાં જમા કરાવવાના રહેશે. જે રકમ ઈજારદારને કોઈ પણ સંજોગમાં પરત મળવા પાત્ર રહેશે નહીં અને સમગ્ર કામ પેટે સુરત મહાનગરપાલિકાના સાધનોના ભાડા પેટે વસુલ કરવામાં આવશે. અગર સરૂઆતમાં જમા કરાવેલ ૨૦% એડવાન્સ માંથી તે પરત કરવા જોગ હશે તો પરત કરવા જોગ રકમ પરત કરવામાં આવશે. પરંતુ ઈજારદાર કામની સમય મર્યાદા/ટેન્ડર રકમ પુરી થયા વગર કામ અધવચ્ચેથી અધુરું છોડી જાય તો સુરત મહાનગર સેવા સદન ભાડા પેટે જમા કરાવેલ રકમ પરત આપશે નહીં.
વધુમાં મહાનગરપાલિકા પાસેથી મેળવેલા સલામતીના સાધનોને પરત કરતી વખતે ચાલુ હાલતમાં પરત કરવાના રહેશે. અને તે મેળવવા અને પહોંચાડવાની જવાબદારી ઈજારદારની રહેશે. બ્રિધીંગ એપરેટસ સેટ, એર સીલીન્ડર, ગેસ ડીટેક્ટર, મોશન લેસ ડીટેક્ટર દર રોજ કામ પુરું થયા ઈજારદારે અત્રેના ખાતામાં/પંપીંગ સ્ટેશન ઉપર જમા કરાવવાના રહેશે. ઈજારદાર જાતે કામ દરમિયાન એર સીલીન્ડર કોમ્પ્રેસરથી ભરવા માટે લઈ જવા/લાવવાની વ્યવસ્થા કરવાની રહેશે. મહાનગર સેવા સદનનું કોમ્પ્રેસર બગડેલ હોય /ચાલુ હાલતમાં ન હોય ઈજારદારે તેઓના ખર્ચે સીલીન્ડર ભરવાની વ્યવસ્થા કરવાની રહેશે.
- (૩) ટ્રેનેજ લાઈન અને તેના પર મેનહોલોમાં ઘણી લાઈનો પરના મેનહોલોમાં કાર્બન મોનોક્સાઈડ, મીથેઈન તેમજ હાઈડ્રોજન સલ્ફાઈડ જેવા ઝેરી ગેસો હોવાની પુરેપુરી સંભાવના હોય છે. આથી ટ્રેનેજ લાઈનમાં કોઈપણ કામદારને ઉતરતા પહેલા આજુ બાજુના ઓછામાં ઓછા બે મેનહોલ કલાક પહેલા ખોલી નાખી બહારની હવાને ગટર લાઈનમાં પ્રવેશવા દેવી પડશે અને આ પ્રકારની ગટર લાઈન પર સલામતીના સાધનો સિવાય ગટર લાઈન સફાઈ ન કરે તેની ખાસ તકેદારી રાખવાની હોય છે. અન્યથા અકસ્માત મૃત્યુ થવા સુધીના ગંભીર બનાવ બનવાની શક્યતા રહેલી હોય એ સંપૂર્ણ જવાબદારી સંબંધિત ઈજારદાર અને સાઈટ પરના ઈજારદારના સુપરવાઈઝરની રહેશે. જેની અગત્યતા ધ્યાને લઈ ઈજારદારે સાઈટ પર પોતાના સુપરવાઈઝરની વ્યવસ્થા અચૂક રાખવાની રહેશે.
- (૪) ટ્રેનેજ લાઈન અને તેના પરના મેનહોલોની સાફ સફાઈ દરમિયાન રસ્તાની બંન્ને સાઈડ પર ભયસુચક બોર્ડ મુકી ટ્રાફિક વ્યવસ્થા સરળ થાય અને કામગીરીમાં અડચણ ન પડે તેની તકેદારી રાખવાની રહેશે.
- (૫) રાત્રી કામગીરી દરમિયાન લાઈટીંગની વ્યવસ્થા ઈજારદારે કરવાની રહેશે.
- (૬) ડીસીલટીંગની કામગીરી દરમિયાન સુઅરજેટીંગ મશીનની સેવા સુરત મહાનગરપાલિકાના ખાતા મારફતે ફ્રી ઓફ કોસ્ટ પુરી પાડવામાં આવશે.



- (૭) ડીસીલ્ટીંગ કામગીરી ખાતાના અધિકારીની સુચના / આદેશ અનુસાર દિવસ-રાત્રી જરૂરીયાત મુજબ ઈજારદારે કરવાની રહેશે.
- (૮) ઈજારદારે લેબર લાયસન્સ રજુ કરવાનું રહેશે.
- (૯) સદર કામને અનુરૂપ સાઈટ પર કામ કરતા દરેક કર્મચારી/કામદારો માટે જે પોલીસી / ઈન્સ્યુરન્સ લેવા પાત્ર હોય તે આપના દ્વારા લેવાના રહેશે.

નોંધ:- નામદાર સુપ્રીમ કોર્ટ સફાઈ કર્મચારી આંદોલન અને અન્ય-૬ સંસ્થાઓ દ્વારા દાખલ કરવામાં આવેલ રીટપીટીશન (સી) ૫૮૩/૨૦૦૩ ના કેસમાં તા.૨૭/૦૩/૧૪ ના રોજ નીચે મુજબ આપેલ ચુકાદાનો અમલ કરવાનો રહેશે.

૧. મેન્યુઅલ સ્કવેન્જર્સ એક્ટ, ૨૦૧૩ માં કરવામાં આવેલ જોગવાઈ પ્રમાણે ઓળખવામાં આવેલ મેન્યુઅલ સ્કવેન્જર્સનું પુનઃ સ્થાપન કરવું, તેઓનું પુનઃ સ્થાપન ન્યાય અને કાયદાની જોગવાઈ ધ્યાનમાં રાખી કરવામાં આવે. તેઓને મળવા પાત્ર તમામ લેણા તેઓને કોઈપણ જાતની મુશ્કેલી સિવાય કાયદાની જોગવાઈ મુજબ ચુકવવામાં આવે.
૨. કટોકટી જેવી સ્થિતિમાં પણ સલામતી અને સુરક્ષાના સાધનો જરૂરી ખાત્રી વીના સફાઈ કામદારને ગટર લાઈનમાં ઉતારવામાં આવે તો તેને ગુન્હો ગણવામાં આવે. આવા દરેક મૃત્યુ માટે રૂ. ૧૦.૦૦ લાખનું વળતર તેમના કુટુંબને મળવું જોઈએ.
૩. સદર કામે આપના નિયત કરેલ આવા કામની તાલીમ પામેલ સુપરવાઈઝરની હાજરીમાં તાલીમ પામેલ અને જેનો રૂ. ૧૦.૦૦ લાખનો વિમો ઉતારવામાં આવેલ હોય તેવા સફાઈ કર્મચારીને જરૂરી સલામતી અને સુરક્ષાના સાધનો પુરા પાડી તેઓને સલામતી અને સુરક્ષાની ચકાસણી અને ખાત્રી કર્યા બાદ જ ગટરમાં ઉતારવાના રહેશે.

ગટરમાં ઉતરી કામ કરનાર સફાઈ કર્મચારીનું ગુંગળામણ કે ગેસ ગળતરથી મૃત્યુ થાય તો આવા સંજોગોમાં કામગીરીમાં નિષ્ફળતાની તમામ જવાબદારી સદર કામના ઈજારદારની રહેશે.

કાર્યપાલક ઈજનેર
નવો પૂર્વ (સરથાણા) ઝોન

ઈજારદારની સહી.....

**16.0 SPECIAL NOTES :-**

(1) The work shall be carried out as per GPCB/ Government/ High court & Supreme court Guide line & Judgment, Manual scavenger act and prevailing acts, laws, rules & regulation at the time of contract.

(2) Protective safety gears means, total safety measures- Air breathing Apparatus & PPEs like Helmets, Gloves, Safety belts, refractive jackets, Safety shoes, Rope ladders etc. shall be used while carrying out the work, steel rods, pickup tools, round stock cork screw, bucket, nylon ropes should be provided by contractor own.

(3) The contractor has to take all necessary precautions and safety measures against accident hazards such as chemical test, test for gases, safety belt, Air breathing apparatus with air cylinder/Air compressor, Air breathing apparatus with blower, dry cells, torches, generating set for lighting inside the area etc. completes directed during day & night etc. complete

(4) If necessity of sewer jetting machine/ Gulper (Suction) Machine/ pump arises, the machine / pump should be provided to the contractor. The requirement of machine / pump will be decided by Engineer/Officer in charge as per site condition subject to availability of machine / pump

Name and Address of Contractor

Signature of Contractor

Date:

Executive Engineer,
New East (Sarthana) Zone
Surat Municipal Corporation ,