

**SURAT MUNICIPAL CORPORATION
SOUTH ZONE - A (UDHANA)**



Name of work :	Item Rate Tender for Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat
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E-TENDER

**TENDER (ON LINE) NOTICE NO. DMC/SZ-A/02/2026-27
WORK NO.05**

VOLUME-I : TECHNICAL BID

DOWNLOAD OF TENDER DOCUMENTS FROM website smc.nprocure.com	:	From Dt. 15/06/2026 to 25/06/2026 upto 18.00 hrs.
LAST DATE OF SUBMISSION OF ONLINE TENDER (Scanned copies for EMD, tender fee & Other documents to be submitted Online through https://smc.nprocure.com)	:	On or Before 25/06/2026 upto 18.00 hrs
LAST DATE OF SUBMISSION OF TENDER FEES, EMD IN HARD COPY	:	Upto Dt.06/07/2026 Chief Accountant, SMC, Muglisara, Surat by R.P.A.D./Speed Post upto 18.00 hrs.
OPENING OF TENDER (ON LINE)	:	Dt. 07/07/2026 ,11.00 hrs. (Probable)
ESTIMATED AMOUNT	:	Rs.1,31,32,000.00
E.M.D.	:	Rs.1,31,400.00
DOCUMENT FEES	:	Rs.4,248.00.00
CLASS	:	" Experienced"

**SURAT MUNICIPAL CORPORATION
TENDER DOCUMENT**

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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 Contractor/ Consultants on or before 24.00 hours From **Dt. 15/06/2026 to 25/06/2026** upto 18.00 hrs. on website smc.nprocure.com. The tender received after due time and date specified will not be accepted.

1. Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.

2. ESTIMATED COST : RS.1,31,32,000.00

3. EARNEST MONEY DEPOSIT : Rs.1,31,400.00

4. TIME LIMIT : 06 (Six) Months (Including Monsoon)

5. Document Fee : Rs.4,248.00.00

6. Registration required : " Experienced "

(C) OPENING OF TENDERS:

The tenders will be opened online in presence of bidders and opening authority subject to receipt of **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 **Dt.15/06/2026 to 25/06/2026** up to 18.00 hrs.

Tender documents fees of **Rs.4,248.00.00** per set which is required for submission of tender towards the cost of tender documents in cash, pay order or by demand draft of any nationalized bank, in favour of "The Commissioner, Surat Municipal Corporation" payable at Surat and shall be submitted alongwith 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.

Note : -

- Pay Order/ Demand Draft(D.D) for EMD & Tender Fee shall be submitted in electronic format through online (By colored Scanning) while uploading the bid. This submission shall mean that EMD & Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose EMD & Tender Fee is received electronically. However, for the purpose of realization of Pay Order/ D.D. Bidder shall send the valid Pay Order/ D.D. in

original through RPAD/Speed Post so as to reach to Accountant Department (Main Office) within 7 Day from the last date of online submission of the bid or as per date mentioned tender notice. In case of Non submission / receiving of Valid Pay Order/ D.D. in Original to Account Department (Main Office) by bidder shall be initiated and necessary Punitive action shall be taken for abeyance of registration and cancellation of E-tendering code for as follows.

- At **first instance** following amount is to be paid to SMC

Sr No.	Tender Amount	Amount to be paid
1	Up to 1.00 Cr	Rs. 10,000/-
2	Above 1.00 Cr up to 10.00 Cr	Rs. 20,000/-
3	Above 10.00 Cr up to 50.00 Cr	Rs. 30,000/-
4	Above 50.00 Cr up to 100.00 Cr	Rs. 70,000/-
5	Above 100.00 Cr	Rs. 1,00,000/-

- If bidder fails to submit the said amount within 10 days for the **First instance OR** in case of **second instance** of this similar of mistake i.e. non submission of Valid original Pay Order/ Demand Draft (D.D.) to the Accounts Department (Main Office) within the specified time limit, punitive action of abeyance/cancellation of E-tendering code for **6 months** shall be taken.
- Any documents in supporting of bid shall be in electronic format only through online (By colored Scanning) & hard copy will not be accepted separately.”

(E) **CONTRACT PERIOD :**

The total contract period is hereby fixed as **06 (Six) Months (Including Monsoon)** 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.

- All tenders must be submitted in the prescribed Tender form.
- Each Tender must be accompanied by the completion Schedule.
- Each tender must be accompanied by the Tender Security (EMD) **Rs.1,31,400.00/-**
- The successful tenderer shall execute the Contract Agreement within ten days after the date of Notice of award.
- 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.
- The successful Tenderer shall furnish insurance in accordance with the contract documents.
- The Surat Municipal Corporation may withhold issuance of the Notice of proceed for a period not exceeding ten 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 Contractor/ Consultants 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 Contractor/ Consultants for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said Contractor/ Consultant 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. Commercial Bid
- c. Annexure I to II along with all necessary supporting documents
- ~~d. Bank solvency~~
- e. Pan Card
- f. GST Registration
- g. Power of attorney
- h. Partnership deed in case of Partnership firm.
- i. Affidavit of Annexure A on Non Judicial Stamp Paper of Rs.300/-

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. Affidavit of Annexure A on Non Judicial Stamp Paper of Rs.300/-

Please note that commercial 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 the last date of online submission of tender for this work and the Tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period.

(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.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

CHECK LIST				
SR. NO.	particulaion	TO Be submitted With technical -Bid		please mark as for submission
		file to be attached online	Hard Copy Submission	
1	Forward letter	No	Yes	
2	Tender fee	Yes	DD/PO	
3	EMD	Yes	DD/PO	
4	Blacklist Affidavit	Yes	Yes	
5	GST Ragistration Certificate	Yes	No	
6	PAN No.	Yes	No	
7	Profesional tax ragistration (EC/RC) certificate	Yes	No	
8	Digitally signed Patnership agreement/Patnership deed/Power of attorney/Bord Resolution in case of semi Government/Government Organization for Building the tender document etc.(if applicable) (pdf file to be uploved with tech bid)	Yes	No	
9	Power of attorney for signing tender document etc.	Yes	No	
10	Photograph of each partner or as the case may be	Yes	No	
11	Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Tender amount.	N.A.	N.A.	
12	Digitally signed CA Certificate showing financial turnover of last three years i.e.2022-23,2023-24,2024-25 (Provisional)(pdf file to be uploved with tech bid)	Yes	No	
13	Certificates of sucessful completion of consultancy of projects in government/semi government organisation/ public sector unit for the works mentioned in "QUALIFICATION CERTIFICATE FOR TENDERER" as mentioned in tender.	Yes	No	
14	Work completion certificates	Yes	No	
15	All the documents required as per the check list /atteched annexure with the tender	Yes	No	
16	CHECK LIST			
Note:-				
The under should be required to furnish details/ certificate etc. mentioned above otherwise their offer shall be liable for rejection.				
SEAL & SIGNATURE OF CONTRACTOR/ CONSULTANT:-				

**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/ Consultant
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/ Consultant
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.

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 A.D./ Speed Post only. Tender (Technical Bids and Documents) should be duly sealed and the covering envelop is to be only superscribed as **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.**
2. Tender security Bond for Earnest Money Deposit should be submitted as per Articles **IT-07** (Earnest Money Deposit).
3. Conditional tender will be rejected outright by Surat Municipal Corporation, without giving any reason.
4. All information as demanded should be submitted.
5. 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.
6. Please verify before SEALING that Tender (Technical Bids and Documents) are signed, wherever required in each and every respect.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

ANNEXURE-A

AFFIDAVIT

Name of Work:

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

Signed by the Authorize signatory of the firm

Title of the office

Name of the firm

Date:

Note:- The affidavit format as indicated above to be furnished on non-judicial stamp paper of Rs.300 and duly notarized

ANNEXURE- B

UNDER TAKING BY THE TENDERER FOR NOT BLACK LISTED

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

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

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

SIGNATURE AND SEAL OF THE CONTRACTOR/ CONSULTANT:

Name:

Address:

.....

Date :

Place :

SURAT MUNICIPAL CORPORATION
SOUTH ZONE - A (UDHANA)

CONTRACTOR/ CONSULTANT TO PLEASE READ THIS CAREFULLY

- (1) If the tender is taken in favour of the company, a company of attorney in favour of the person who may have signed the tender for the company, must accompany the tender.
- (2) ~~Solvency certificate of current year Bank or a Revenue Officer of an amount upto 20% of the tender cost plus works on the hand still to be executed will have to be produced by the Contractor/ Consultant.~~
- (3) Voucher for earnest money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local Bank drawn in favour of the Municipal Commissioner. Earnest Money by cheque shall not be accepted.
- (4) The Contractor/ Consultant shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and Ward under he is which assessed.
- (5) Copies of certificate as regards previous experience, if any must accompany the tender.
- (6) Declaration showing all works on hand with the Contractor/ Consultant and the value of works that remains to be executed in each case must accompany the tender.
- (7) All pages of Schedule: 'A & B' & specification should be initialed by the Contractor/ Consultant.
- (8) All corrections, errasures & over writing should be initialed by the Contractor/ Consultant.
- (9) Descripancies and adjustment of errors:-Any error in quantity or amount in Schedule-'B' showing item of words to be carried out shall be adjusted in accordance with the following rules:-
 - (a) In the event of a discrepancy between description in works and figures quoted by a tenderer in the 'rates' column, the descriptions in words shall prevail.
 - (b) In the event of and error occuring in the amount column of the Schedule- 'B' showing items of works as a result of worng multiplication of the unit rate and quantity, the units rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
 - (c) All the errors in totalling in amount column and in carrying forwarded total shall be corrected.
 - (d) Any rounding of amounts against item' or in totals' shall be ignored.
The tendered sum so altered shall, for the purpose of the tenders, be substituted for the sum originally tendered and considered for accetpance.
- (10) (i) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per insiruction No.1 to 9 above are not compleied with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the suidence of Contractor/ Consultant" of his form.
(ii) Right is reserved to reject any or all tender (s) without assigning any person (s) thereof.

- (11) In addition to the above the tender will also be liable to rejected outright if :-
- (i) The tenderer proposes any alteration in the works specified or in the time allowed for carryin out the work or any conditions or correction made in any code or made of Schedule- 'B' or specifications.
 - (ii) Any of the page or pages of the tender is removed or replaced.
 - (iii) All corrections, additions or pasted slips are not initaled by the tenderer.
 - (iv) Any erasures is made by him in the tender
 - (v) The tenderer or in the case of a firm, each partner or person holding the power of attorney thereof does not signed or the signature/s is/are not attested by awitness on page-9 of the tender in the space for the purpose.
- (12) ~~In respect of the tenders from the co-operative society, a solveney certificate of an amount equal to 20% of the amount of the work put to tender will have to be produced alongwith the tender or a certificate regarding the borrowing capacity if the society issued by the leagal Assistant, Directorate of Cottage Industries will have to be produced alongwith the tender.~~
- (13) (1) The serveral documents formining the contract are the essential part of the contract and requirement occuring in one is as binding as through occuring in all, they are intended to be mutually explantory and complementary and to described and provide for a complete work.
- (2) In the event of any descrpeaney, the serveral documents forming the contract or in any the document, the following order or precedence should apply:-
- (a) Dimension & quantities :-
 - (i) Drawings.
 - (ii) Schedule-B of the tender form.
 - (iii) Specification.

On drawings, figures, dimensions, unless obviously incorrect will followed in preference to seeled dimensions.
 - (b) Description :
 - (i) Scheudule-B of the tender form.
 - (ii) Drawings.
 - (iii) Specifications.

In case of defective description or ambiguity, the Engineer- in-charge should issue further instructions direction in what meanner the work is to be carried out it being understood that the best modern practice is to followed. The Contractor/ Consultant should forthwith comply with such instructions.
- (3) The Contractor/ Consultant should taken no advantage of any apparent error or ommission in drawings or specification and the Engineer in charge shall make such corrections and interpretation as necessary to fulfil the intent of the Plans and specifications.
 - (4) No with standing that all proper precautions may have been taken by Contractor/ Consultant at all the times during the progress of the work, the contract shall be held responsible for all damages whether to the work under execution or

to any other property or to lives of persons during the progress of the work and the period of maintenance.

- (5) Plans are for rough guidance only when detailed plans are received from the Architect of corporation during the course of execution the same will supersede previous plans.
14. The Contractor/ Consultant should appoint a qualified engineer and he must remain present on site during working hours.
15. Copies of certificate as regards previous experience of Govt. or Semi Govt. Dept., if any must accompany the tender. **An attested copy of registration with S.M.C As a Empanelled Structural Engineers.**

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

DECLARATION FORM

(1) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situation regarding materials, labour and other factors pertaining to the work before submitting this tender.

(2) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other tender documents of this work and agree to execute the same accordingly.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

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 **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat** 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) **Only those bidders who are duly registered and Empanelled Structural Engineers with Surat Municipal Corporation (SMC) shall be eligible to participate in this tender. Any Other then empanelled Consultant bid for this bid when it bid shall be rejected and shall not be opened.**
- B) Tenderer shall be required to submit the enlisted documents along with Technical Bid, E.M.D. 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.
- C) **Similar Work Shall Mean Only consider successfully completed similar works for structural inspection, testing, and preparation of structural assessment reports of Bridges and Buildings. (In Govt./ Semi.Govt/ P.S.U./ Govt. Undertaking/ Govt. Companies).**

Mainly tenderer shall fulfill following the pre-qualification.

(a) QUALIFYING CRITERIA OF BIDDER

Sr. No.	Criteria	Documents required for complete submission
1.0 Financial		
1.1	Average Annual financial turnover during the last 3 years, ending 31/03/2026 , should be at least 30% of Estimate cost. An Attested Copy of annual turnover for last 3 years should be enclosed.	Copy of certificate from Chartered Accountant along with copy of Balance sheets.
2.0 Registration		
2.1	Minimum “Experienced” class Registration Class with any government, semi government organization	Registration Certificate
2.2	power of attorney, partnership deed or registration deed.	Attested copy should be submitted
3.0 Relevant Experience		
3.1	Similar works during last 7 years. (Only consider successfully completed similar works for structural inspection, testing, and preparation of structural assessment reports)	Attested copies of certificates from head of the office concerned for completion of the works.
3.1.1	Three similar completed works, each costing not less than amount equal to 40% of Estimate cost Or	Only PSU Company, Govt. or Semi Govt. Works shall be considered for Similar Works.
3.1.2	Two similar completed works, each costing not less than amount equal to 50% of Estimate cost Or	
3.1.3	One similar completed works, each costing not less than amount equal to 80% of Estimate cost	
3.1.4	The applicant shall provide evidence that it has successfully completed or substantially completed within the last seven years completing on last date of submission of tender. The works may have been executed by the Applicant as prime contractor or proportionately as member of joint venture. Substantially completed works means those works that are at least 90% completed as on last date of submission of tender and continuing satisfactorily on the date of application. The works completed / substantially completed during the current financial year will also be considered for counting the particular construction experience.	For this, the Certificate from the employer shall be submitted along with the application incorporating clearly the Contract value-billing amount, date of commencement of works. Satisfactory performance of the contractor and any other relevant information should be forwarded in enclosed forms.
4.0 Other details		
	Black list. The Bidders shall note that in case the Bidder is blacklisted / stated as defaulter / barred participating in tenders by any of government agencies / semi government agencies or any other equivalent agencies during last 5 years then in that case, the Bidders will be disqualified and will not be allowed	AFFIDAVIT

	to participate in the bidding process, though bidder satisfies all the qualification conditions mentioned above. In this regard, the decision of the Surat Municipal Corporation will be final and binding to Bidder.	
	Works on hand & Litigation The Bidder including any Member shall provide details of all their on-going projects along with stage of litigation, if so, against the Employer / Governments.	ANNEXURE-I & II

- (a) Turnover during last 3 years, ending 31st March of previous financial year should be atleast least 30% of Estimate cost. An attested copy of annual turnover for last 3 years should be enclosed.
- (b) ~~Solvency certificate from bankers of schedule bank / nationalized bank for the Rs. Tenderer has to submit higher amount of bank solvency if so desired by Commissioner, SMC (Solvency certificate should not be older than One year from Last date of online Tender submission.)~~
- (c) List of the works already completed in last 7 years in prescribed proforma as per Annexure-I and attested copies of certificates from head of the office concerned for completion of the works.

Following enhancement factors will be used for the cost of works executed and financial figures to amount base for the value of the works completed in India.

Cut of month shall be considered from month of tender submission.

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

- Here assessment year shall be reckoned from year and month in which tender is submitted.
 - Bidder should indicate actual figures of cost and the amount for the work executed in Statement-A without accounting for the above mentioned factors.
- (d) Declaration regarding the work on hand with the tenderer should also be given in prescribed performa as per Statement-B. Attested copies of work orders, interim certificates if any shall also be attached as supporting documents.
- (e) Attested copy of partnership deed, power of attorney etc.

(f) For Joint Venture:-

Joint And Several Liabilities:

If the Contractor constitutes (under applicable Laws) a joint venture, These persons shall be deemed to be jointly and severally liable to the Employer for the performance of the contract.

These persons shall notify the Employer of their leader who shall have authority to bind the Contract and each of these persons; and the Joint Venture Partners shall not alter its composition or legal status without the Prior consent of the Employer.

The Joint Venture must collectively satisfy the all qualification criteria i.e. JV shall cumulatively/collectively fulfill the 100% requirement but Both JV Partner must meet requirement. **Both JV Partner must be Empanelled Structural consultant of Surat Municipal Corporation.**

Application Received from joint venture / consortium shall not be considered, If the,

- attested copy of JV Partnership deed, Power of attorney etc.
- passport size photographs of partner / all partners on relevant page of technical bid.
- Tenderer shall submit only one tender for the work put to this tender.
- Tenderer shall submit the certificate of Employers code number under EPF Act.

(g) Even though the Bidder meets the above criteria, they are subject to be disqualified if they have

- Made misleading or false presentations in the forms, statements and attachments submitted in proof of the qualification requirements; and /or
 - During verification if it is found from client that of poor performance such as abandoning the works, for financial failure or abnormal delay in work etc.
 - Regarding Litigation, in case where Bidder is involved in illegal practice like any activities of corruption, coercive practice or debarred/blacklisted in last 05 years by Any Govt. / Organization in respect of performance of Bidder, SMC authority requires that bidders under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
1. Will reject a proposal for award if it determines that the bidder has engaged in any corrupt or fraudulent practices in competing for this contract or in past history and
 2. Will reject a proposal if it found debarred/blacklisted by any State Govt. /Govt. of India/ Semi Government/ PSU in last 05 years.

(h) Experience of Joint Venture (JV)

- The experience of Joint Venture (JV) partners shall be considered on a pro-rata basis in proportion to their participation in the executed assignment. Where the bidder has executed a structural inspection, testing, structural audit, structural stability assessment, or preparation of structural assessment reports as a member of a JV/consortium, the bidder shall be eligible to claim experience corresponding to its percentage stake in the assignment.
- For example, if a structural assessment project comprised inspection and assessment of Rs.100 lakhs and the bidder's participation in the JV was 40%, the bidder shall be eligible to claim experience for Rs.40 lakhs (40% of 100 lakhs) for qualification purposes.

- The bidder shall submit a certificate from a Statutory Auditor/Chartered Accountant indicating the value of services rendered and payments received by the bidder for the concerned assignment. In case the percentage participation derived from the Statutory Auditor/Chartered Accountant certificate differs from that indicated in the JV, the percentage participation calculated based on payments received shall be considered for evaluation.
- Where an assignment has been jointly executed in India by an Indian subsidiary and its parent/holding company, the complete experience of such assignment shall also be considered for qualification of the Indian subsidiary, subject to submission of documentary evidence establishing the parent-subsidiary relationship and involvement in the assignment.
- **Note:** Only experience related to structural inspection, non-destructive testing (NDT), structural audit, structural stability assessment, rehabilitation recommendations, and preparation of structural assessment/stability reports shall be considered for qualification under 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. Payment will be given as per the quantity of work done.

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.1,31,400.00/-** The tenderer shall pay Earnest Money Deposit by **pay order/demand draft** issued in favour of Commissioner, Surat Municipal Corporation, Surat of below mentioned banks 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 seal cover of Earnest Money Deposit. The tender received without Earnest Money Deposit shall be out rejected.

The instruments for Earnest Money Deposit shall be issued by or payable/encashable at Surat Branch of the said banks only.

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

❖ All Nationalized Banks

(B) Guarantees issued by following Banks will be accepted as SD/EMD for the period up to March 31, 2026 as per GR NO. FD/MSM/c-file/04/2024/2859/D.M.O. Dt. 01/05/2025. The Validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnadu Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co.op.bank
7	DBS Bank India Limited	28	Nutan Nagarik Sahakari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank.Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd.
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank LTD.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-op.Bank Ltd.
15	IDBI Bank	36	The Surat District Co-Operative Bank Ltd.
16	IDFC First Bank	37	The Surat People's Co-OP.Bank Ltd.
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co.operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin 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/ Consultant.

D. No interest shall be paid by the owner on any tender guarant.

IT-08 INCOME TAX CLEARANCE CERTIFICATE

In view of the latest circular of IT Department IT clearance certificate **is not required**. However the Contractor/ Consultant 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.
- E. Price Bid shall be submitted online. Tenderers are requested to quote for all four parts of the tender.

IT 10 SUBMISSION OF TENDERER DOCUMENT

Following documents shall be submitted in hard copy to Surat Municipal Corporation:

- Earnest Money Deposit as mentioned in the Tender.
- Tender Fees as mentioned in the tender
- Affidavit of Annexure A on Non Judicial Stamp Paper of Rs.300/-
- Addenda-Corrigendum (if any) duly signed by Contractor/ Consultant.

Technical bid and price bid are not to be submitted in physical form. Please note that non submission of Technical Bid as well as price bid does not absolve the bidders from any liability created from the bid condition and bidding process. Technical-Bid and Price Bid in hard copy shall be submitted by Successful bidder upon intimation from Surat Municipal Corporation.

Note :-

- **Pay Order/ Demand Draft(D.D)** for EMD & Tender Fee shall be submitted in electronic format through online (By colored Scanning) while uploading the bid. This submission shall

mean that EMD & Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose EMD & Tender Fee is received electronically. However, for the purpose of realization of **Pay Order/ D.D.** Bidder shall send the valid **Pay Order/ D.D.** in original through RPAD/Speed Post so as to reach to Accountant Department (Main Office) within 7 Day from the last date of online submission of the bid or as per date mentioned tender notice. In case of Non submission / receiving of Valid **Pay Order/ D.D.** in Original to Account Department (Main Office) by bidder shall be initiated and necessary Punitive action shall be taken for abeyance of registration and cancellation of E-tendering code for as follows.

- At **first instance** following amount is to be paid to SMC

Sr No.	Tender Amount	Amount to be paid
1	Up to 1.00 Cr	Rs. 10,000/-
2	Above 1.00 Cr up to 10.00 Cr	Rs. 20,000/-
3	Above 10.00 Cr up to 50.00 Cr	Rs. 30,000/-
4	Above 50.00 Cr up to 100.00 Cr	Rs. 70,000/-
5	Above 100.00 Cr	Rs. 1,00,000/-

- If bidder fails to submit the said amount within 10 days for the **First instance OR** in case of **second instance** of this similar of mistake i.e. non submission of Valid original **Pay Order/Demand Draft (D.D.)** to the Accounts Department (Main Office) within the specified time limit, punitive action of abeyance/cancellation of E-tendering code for **6 months** shall be taken.
- Any documents in supporting of bid shall be in electronic format only through online (By colored Scanning) & hard copy will not be accepted separately.”

1. COVER-1 : (i) TECHNICAL BID

E.M.D and Tender Fees for the work of **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat** along with other Documents in Hard Copy upto **Dt.06/07/2026** up to 18:00 hrs. Also mention the name of tenderer, address, tender notice number etc. on the cover.

(ii) PRICE BID

Price bid for the work of **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.** shall be submitted online.

(iii) The name of work to be written on cover shall be **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.** Also mention the name and the address of tenderer, tender notice number on the cover and to be submitted to the **Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395003.**

2. Tenderer shall be required to submit the enlisted documents as mentioned below in Cover-1. If necessary document founds insufficient then the Price Bid of the tenderer shall not be opened.
 - (a) The tender shall be accompanied by Earnest Money Deposit of **Rs.1,31,400.00** The tenderer will pay **Earnest Money Deposit by Pay Order/Demand Draft** issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank.
 - (b) A covering letter detailing various considerations considered in tender shall invariably be given.
 - (c) Passport size photographs of all the partners (incase 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. E.M.D., Tender Fee and other necessary document in hard copy shall be received by Registered Post A.D. or by Speed Post through Postal Authority only by the "Chief Accountant, Surat Municipal Corporation, Muglisara, Surat-395003 upto **06/07/2026 up to 18:00 hrs.**

The same will be opened probably on the **29/06/2026, 11:00 hrs (Technical Bid- Soft Copy) (Probable) & 07/07/2026, (Technical Bid-Hard copy) onwards (Probable)** 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.
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/ Consultant.
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/ Consultant 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 Municipal Corporation shall be payable by the Contractor/ Consultant.

14. Tender once accepted shall be binding on the Contractor/ Consultant 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 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 the **last date of online submission of 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 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

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/ Consultant/ Successful Bidder is bound to pay any amount of GST proscribed by the govt. of India as per the Terms of Contract agreed upon during the course of execution of this contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed/ recovered separately by SMC, subject to the submission of Original Receipt/ Proof for the amounts actually remitted by the successful Tenderer/ Contractor/ Consultant to the competent Authority along with a Certificate from Chartered Accountant of Contractor/ Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated/ submitted/ claimed within 30 (thirty) Days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the successful Bidder/ Contractor/ Consultant, failing which, SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor/ Consultant / Successful Bidder in this regard Further, non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/ Performance Guarantee Amount.

If imposition of any other new Taxes/ Duties/ Levies/ Cess or any other incidentals etc. or any increase in the existing Taxes/ Duties/ Levies/ Cess or any other incidentals etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/ Consultant/ Successful Bidder only, in no case SMC shall be liable for the same.

As per the central goods and Service Tax Act-2017 Any Government department, local bodies and government undertaking public adventures published tenders amounting more than Rs. 2,50,000 & which commodities / services are comes under taxation than 2% TDS

(1% for SGST & 1% for CGST) should be deducted. And if commodities/Services are provided from interstate then 2% TDS should be deducted of IGST.

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

IT-19 EVALUATION OF TENDERS

As per IT-04 Experience of the Contractor/ Consultant shall be considered for Similar kind of works.

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 11th day from the date of work order to proceed. Total completion period is calendar months from 11th 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 and Octroi 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).

IT-23 PAYMENT TERMS

The terms of payment are defined in the General Conditions of Contract. The 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 10 days of receipt of intimation to execute the contract, failing which the Municipal Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract 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 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.
 - (e) The general performance data for qualification not submitted fully.
 - (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) Initial Security Deposit of 2%(Shall be Released after completion of final bill as well as on completion of audit related procedure)

(b) 2% Retention money to be deducted from each running bills (Shall be Released with final bill)

Note: 2% Initial Security deposit shall be deposited in the form of Cash/DD/Pay order only.

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/ Consultant 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/ Consultant after the 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. **As initial Security Deposit Two percent (2%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement. This will be known as initial security deposit which will be released after the total completion of contract after completion of final bill as well as on completion of audit related procedure.**

Two percent (2%) 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.4.90%** of S.D. Amount, if S.D. Amount in FDR and otherwise as per the form of the agreement approved by the Municipal Corporation, Surat.

The agreement shall be executed on stamp paper worth **Rs. 4.90% of S.D. Amount.**

The Undertaking and Surety shall be executed on stamp paper worth **Rs. 300.00/- + Rs.300.00/-.**

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 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 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 to quantities of items or group as specified in the Schedule of price as may be necessary. Claim what so ever by the Contractor/ Consultant 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/ Consultant 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. After compaction and consolidation, if any short fall of earth is found then Contractor/ Consultant has to bring the same to the required quantity in order 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/ Consultant shall be fully responsible for the defective work and patches/ depression / settlement shall be repaired with quarry spoil or metal at Contractor/ Consultant's own cost. If Contractor/ Consultant fails to repair the patches / depression / settlement in time, corporation will repair it at all risk and cost of Contractor/ Consultant.
Surplus earth shall not be disposed off in a way that leads to nuisance to the public or SMC.

IT-40 TAXES

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

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/ Consultant / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered separately by SMC, subject to the submission of Original Receipt / Proof for the amounts actually remitted by the Successful Tenderer / Contractor/ Consultant to the Competent Authority along with a Certificate from Chartered Accountant of Contractor/ Consultant / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated Period shall be the sole responsibility of the Successful Bidder / Contractor/ Consultant, failing which, SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor/ Consultant / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

If imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals etc. or any increase in the existing Taxes / Duties / Levies / Cess or any other incidentals etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by the Contractor/ Consultant / Successful Bidder only, in no case SMC shall be liable for the same.

The Contractor/ Consultant will submit the invoice to the SMC having GSTIN of SMC mentioned therein and the taxes shall be shown separately on the face of the Invoice so as to claim as ITC by SMC.

IT-41 No escalation charge/rates shall be paid by SMC in anycase.

IT-42 Contractor/ Consultant must be submitted The cement/steel/Chemical Bill (Original Bill) bill wise.

IT-43 Contractor/ Consultant must be submitted royalty pass (zerox).

IT-44 All the taxes should be bear by agency & it should be applicable as per government resolution (of change periodically) & No compensation/Reimbersion should be given to theagency.

IT-45 TAX INVOICE FOR PAYMENT OF WORK (AS PER GST RULES)

The Contractor/ Consultant shall submit all bills on the Prescribed format, include in Tender for purpose of payment of the work to the office of the Engineer-in-charge.

IT-46 TESTING OF CEMENT AND STEEL

It should be specifically noted that the cement and steel brought by the Contractor/ Consultant at site of work shall be used only after the same is tested at the approved

laboratory as per the direction of the Engineer-in-charge. Such approved laboratory may be located at Surat, Baroda, and Ahmedabad or Mumbai.

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

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

FORM E
STRUCTURE AND ORGANISATION

1. Name and address of the bidder
2. Telephone No./TelexNo./FaxNo.
3. Legalstatusofthebidder(Attachcopiesoforiginaldocumentdefiningthelegalstatus)
 - a) An individual
 - b) A proprietary Firm
 - c) A firm in Partnership
 - d) A limited company or Corporation
4. Particulars of registration with various Government bodies(Attach Attested Photocopy)
Organization and Place of registration
Registration No.
 - a.
 - b.
 - c.
5. Name and titles of direct or sand officers with designation to be concerned with this work
6. Designation of individuals authorized to act for the organization.
7. Has the bidder or any constituent partner in case of partnership firm Limited Company/Joint Venture ever been convicted by the court of law? If so, give details.
8. In which field of Civil Engineering the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

SIGNATURE(S) OF CONTRACTOR/ CONSULTANT(S)
WITH STAMP

FORM M

FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered in to on this the.....day of 2026

AMONGST

1. {..... Limited, and having its registered office at }
(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and
(hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include **its successors** and permitted assigns)

The above mentioned parties of the FIRST, {SECOND} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) **SURAT MUNICIPAL CORPORATION.**, represented by its Municipal Commissioner and having its principal office at Surat Municipal Corporation, Muglisara, Suart-395003 (hereinafter referred to as the “**SMC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the **Bids**) by its Technical bid No.dated.... (the “**Technical bid**”) forward of contract for “[.....**Name of the Work**]” (the “**Project**”) through an item rate Contract.

(B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the Technical bid document and other bid documents in respect of the **Project**, and

(C) It is a necessary condition under the Technical bid document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Technical bid.

2. Joint Venture

The Parties do hereby irrevocably constitute a Joint Venture (the “Joint Venture”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties here by undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Item rate Contract with the SMC for performing all its obligations as the Contractor/ Consultant in terms of the Item rate Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and for performing all its obligations as the Contractor/ Consultant in terms of the Item rate Contract for the Project;
- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Technical bid and the Item rate Contract, till such time as the completion of the Project is achieved under and in accordance with the Item rate Contract.

6. Share of work in the Project

The Parties agree that the proportion of construction in the Item rate Contract to be allocated among the members shall be as follows:

First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other government authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create alien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Item rate Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or the work not awarded to JV, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the SMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person _____ executing _____ this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney _____ has _____ been _____ executed.

FORM N

FORMAT FOR AGREEMENT BETWEEN SMC AND SELECTED BIDDER

THIS AGREEMENT is entered into on this theDay of....., 20.....

BETWEEN

The Municipal Commissioner, SMC, Surat (hereinafter referred to as the “**SMC**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

AND

{-----}, means the selected bidder having its registered office at(herein after referred to as the “**Contractor/ Consultant**” which expression Shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

WHEREAS:

- (A) The Executive Engineer, Surat Municipal Corporation had entrusted to the SMC “.....Surat Municipal Corporation in Surat.”.
- (B) The Executive Engineer, Surat Municipal Corporation had resolved to undertake the “.....Surat Municipal Corporation in Surat.”. in accordance with the terms and conditions to be set forth in an agreement to be entered into.
 - 1. Serially numbered footnotes in this Agreement are for guidance of the Surat Municipal Corporation and should be omitted from the draft Agreement forming part of Bid Documents. Footnotes marked “\$” shall be retained in the draft Agreement.
 - 2. All provisions enclosed in curly parenthesis shall be retained in the Bid Document and shall be modified as required after the selected bidder has been identified.
 - 3. All asterisks in this Model Agreement should be substituted by project-specific particulars in the draft Agreement forming part of Bid Documents.
 - 4. All project-specific provisions in this Model Agreement have been enclosed in square parenthesis and may be modified, as necessary, before issuing the draft Agreement forming part of Bid Documents.
- (C) The Surat Municipal Corporation, Surat had accordingly invited proposals by its [Technical bid No. *** dated***] (the “**Technical bid**”) for short listing of bidders for tender of the above referred Project and had short listed certain bidders including, inter alia, the selected bidder.
- (D) The Surat Municipal Corporation, Surat had prescribed the technical and commercial terms and conditions, and invited bids (the “**Technical bid**”) from the bidders shortlisted pursuant to the Technical bid for undertaking the Project.
- (E) After evaluation of the bids received, the Surat Municipal Corporation, Surat had accepted the bid of the selected and issued its Letter of Acceptance No.....dated..... (Herein after called the “**LOA**”) to the selected bidder for

“.....Surat Municipal Corporation in Surat.” at the contract price specified here in after, requiring the selected bidder to interalia :

- (i) deliver to the SMC a legal opinion from the legal counsel of the selected bidder with respect to the authority of the selected bidder to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) days of the date of issue of LOA; and
- (ii) Execute this Agreement within 15 (fifteen) days of the date of issue of LOA.

(F) **Joint and several liability**

- (i) If the Contractor/ Consultant has formed a Joint Venture of two persons for implementing the Project:
 - (a) these persons shall, without prejudice to the provisions of this Agreement or any other agreement, be deemed to be jointly and severally liable to the SMC for the performance of the Agreement; and
 - (b) the Contractor/ Consultant shall ensure that no change in the composition of the Joint Venture is effected without the prior consent of the SMC.
- (ii) Without prejudice to the joint and several liability of all the members of the Joint Venture, the Lead Member shall represent all the members of the Joint Venture and shall always be liable and responsible for discharging the functions and obligations of the Contractor/ Consultant. The Contractor/ Consultant shall ensure that each member of the Joint Venture shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the SMC shall be entitled to rely upon any such action, decision or communication of the Lead Member. The SMC shall also release the payments in the name of either of JV Partner.

This Recital(F) may be omitted if the Contractor/ Consultant is not a Joint venture. Even if the Contractor/ Consultant is a Joint venture, the SMC may, at its discretion, delete this provision.

- (G) **The Contractor/ Consultant has fulfilled the requirements specified in Recital(E) above;** NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Surat Municipal Corporation, Surat hereby covenants to pay the Contractor/ Consultant, in consideration of the obligations specified herein, the Contract Price or such other sums may be payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract: Volume-I Technical bid

Signature of the Contractor/ Consultant

Address:
Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

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

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR/
CONSULTANTS :-**

- (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 Contractor/ Consultants 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/ Consultant 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/ Consultant 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 short, will liable to be rejection No. single tender include more than one will liable to be rejection No. single tender include more then one work but Contractor/ Consultants who wishes 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 Contractor/ Consultants who have submitted tender or their representatives who may be present at the time. In the event of a tender being accepted, the Contractor/ Consultant 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 authorised the accountant to refund the amount of earnest money deposited to the Contractor/ Consultant 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/ Consultant 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/ Consultant be entitled to claim enhanced rates for any items in this contract.
- (11) ~~Every Contractor/ Consultant shall unless excepted in writing by the Deputy Municipal Commissioner 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/ Consultant shall have to attach to his tender Income Tax Clearance Certificate to be obtained from the Income Tax Officer.~~
- (16) The Contractor/ Consultant 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/ Consultant in securing for the permit as far as possible and help the Contractor/ Consultant in securing the same. All incidental charges met with in procuring these Materials shall be borne by the Contractor/ Consultant himself. Though the Corporation will help to arrange for the permit as far as possible and help the Contractor/ Consultant in obtaining the Materials it shall not

accept any responsibility for any delay or loss on account of delay caused to the Contractor/ Consultant while obtaining the same.

(ii) The Contractor/ Consultant 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/ Consultant 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 last date of online submission of tender 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/ Consultant shall employee 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/ Consultant 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/ Consultant in the first instance, shall be refunded to the concerned Contractor/ Consultant by Corporation.
- (24) All personnel working at site shall mandatorily wear appropriate Personal Protective Equipment (PPE) at all times. The minimum PPE shall include: (a) Safety Helmet (b)Safety Shoes (c) Reflective Jacket (d) Hand Gloves (e) Safety Goggles / Face Shield (where required). During NDT/core cutting/testing, proper protective gear including dust masks/respirators and ear protection shall be provided.
- (25) The Structural Consultant shall be solely responsible for any accident, injury, or loss arising due to non-compliance of safety measures.
- (26) No extra payment shall be made for providing PPE and safety arrangements; the cost shall be deemed to be included in the quoted rates.

- (27) The Consultant shall carry out the work in accordance with Phase-I, Phase-II, and Phase-III as directed by the Engineer-in-Charge.**
- (28) After completion of the Phase-I work, if the findings/results of Phase-I indicate reasons "The said block/Portion/Floor required to be demolished" then further testing of Phase-II and Phase-III are not to be carried out and consequently no payment can be made for Phase-II and Phase-III.**
- (29) After completion of the Phase-I work, if the results found that structure can be repaired then Consultant can proceed with the Phase-II work and subsequently for Phase-III work.**
- (30) Upon successful completion of all three stages, the Consultant shall submit a single consolidated report containing the observations, findings, and conclusions of Phase-I, Phase-II, and Phase-III in addition to stage wise report.**
- (31) Upon successful completion of Phase-I and submission of the Phase-I report, 70% of the bill pertaining the work done for Phase-I shall be released to the Consultant.**
- (32) Upon successful completion of Phase-II and submission of the Phase-II report, 70% of the bill pertaining the work done for Phase-II shall be released to the Consultant.**
- (33) The balance bill for Phase-I and Phase-II, together with the bill for Phase-III, shall be released only upon successful completion of all three stages and submission of the Final Structural Assessment Report, duly accepted by the Engineer-in-Charge.**

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

GENERAL CONDITION OF CONTRACT

SECTION-I

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/Deputy Municipal Commissioner, any officer authorised by the Municipal Corporation.

1.2 The "Contractor/ Consultant" 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/ Consultant 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/ Consultant 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/ Consultant" means any person, firm or company (other than the Contractor/ Consultant) to whom any part of the work has been entrusted by the Contractor/ Consultant 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) thereunder. It shall also mean the latest Indian Standards Institution Specifications for or relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications or I.S.I. specifications, and in absence of any tender specifications, the specifications of any other country applied in India as a matter of Standard Engineering practice and approved in writing by the Engineer-in-charge with or without modifications.

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 incorporation in and form part of the work to be handed over to the owner by the Contractor/ Consultant 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, types or printed form delivered personally or sent by Registered post to the latest known private or business address at Registered Office of the Contractor/ Consultant.

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/ Consultant 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/ Consultant.

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 vice-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY

The site of works is within the limits of Surat Municipal Corporation. It is served by all weather roads and Western 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 condon any delay in the execution of the work or be the cause for any claims or extra compensation.

GC-03 SCOPE OF WORK

The scope of work is defined broadly in the specifications. The Contractor/ Consultant 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/ Consultant at the owner's source of supply at one point at the rate charged for such works.

The Contractor/ Consultant 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/ Consultant.

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

POWER SUPPLY

The Contractor/ Consultant shall have to make his own arrangement for power supply.

LAND FOR CONTRACTOR/ CONSULTANT'S FIELD OFFICE, GODOWN & WORKSHOP

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

GC-04 RULLING LANGUAGE

The language according to which the Contractor/ Consultant shall be constructed and interpreted shall be English. All entries in the contract documents and all correspondence between the Contractor/ Consultant 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 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 final and binding to the Contractor/ Consultant.

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. Not with standing 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 ar variance with any provisions of the conditions of contract, then, unless a different intension appears, the provisions of the 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/ Consultant 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/ Consultant 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 there from shall not vitiate the contract or release the Contractor/ Consultant 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/ Consultant 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/ Consultant in obtaining necessary and reliable information upon the forgoing 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/ CONSULTANT TO UNDERSTAND HIMSELF FULLY

The Contractor/ Consultant 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 after words be made beyond the contract price. The Contractor/ Consultant shall be responsible for any misunderstanding or incorrect information given in writing by the Engineer.

GC-07 ERROR IN SUBMISSION

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

GC-08 SUFFICIENCY OF TENDER

The Contractor/ Consultant 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/ Consultant'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 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 Deputy Municipal Commissioner, in case reference be made to him, be binding upon the Contractor/ Consultant 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 :

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

The successful tenderer shall have to pay initial security deposit at 2% (two) percent of the tendered amount.

- Initial Security Deposit (2%) shall be paid in form of Cash or Demand Draft/ Pay Order if the Tender Amount of work is **less than Rs. 2.00 crore.**
- Initial Security Deposit (2%) shall be paid in form of Cash or Demand Draft/ Pay Order / bank Guarantee (encashable at Surat city)/ FDR if the tender Amount of work is **more than Rs. 2.00 crore & 2.00 crore.**

The person/persons whose tender may be accepted [here-in after called the Contractor/ Consultant, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees shall (within 10 days of the receipt by him of the notification of the acceptance of his tender) deposit with Municipal Commissioner cash or Government securities endorsed to the Commissioner sum sufficient which will make up the full security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by Contractor/ Consultant shall be refunded after the expiry of the Defects Liability period as shown in the attached Memorandum after deducting dues, if any, which become liable to be recovered from the Contractor/ Consultant under the terms and conditions of this Agreement.

Regarding remittance and release of Security Deposit (SD), Retention money deposit (RMD) following clause will supersede over and above all the clauses depicted in the tender document.

Tender costing Less than Rs.2.00 Crore.

(a) Remittance of SD/RMD

- (i) The total security deposit shall be recovered at the rate of 4% from Contractor/ Consultant. Out of which, 50% of amount as Initial Security Deposit shall be payable at the rate of 2% of approved tender cost in form of Cash or Demand Draft/ Pay Order of any Nationalised Bank (encashable at Surat city).
- (ii) 2% Retention money to be deducted from each running bills (Shall be Released with final bill)

(b) Release of SD/RMD

- (i) Initial Security Deposit of 2%(Shall be Released after completion of final bill as well as on completion of audit related procedure)
- (ii) 2% Retention money to be deducted from each running bills (Shall be Released with final bill)

Tender costing Rs.2.00 Crore. & more than Rs.2.00 Crore.

(a) Remittance of SD/RMD

(i) The total security deposit shall be recovered at the rate of 4% from Contractor/ Consultant. Out of which, 50% of amount as Initial Security Deposit shall be payable at the rate of 2% of approved tender cost in form of in Cash or Demand Draft/ Pay Order / FDR / Bank Guarantee of any Nationalised Bank (encashable at Surat city).

(ii) The remaining amount of the Security Deposit i.e. 2% to be deducted from each running account bill.

(iii) 2% Retention money to be deducted from each running bills (Shall be Released with final bill).

(b) Release of SD/RMD

(i) The 2% Initial Security deposit Shall be released only after clearance of Final bill by Audit Dept.

(ii)Whereas, the 2% Security deposit recovered from the each running account bills Shall be released after clearance of Final bill by Audit Dept. & completion of defect liability period.

(iii) 2% Retention money to be deducted from each running bills (Shall be Released with final bill).

The amount recovered from the running bills as security deposit shall not be allowed to be transferred in the form of Bank Guarantee. However, the remaining 50% (2% of Security Deposit) of the amount so, deducted from running bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, (FDR) issued in favour of the Municipal Commissioner, Surat Municipal Corporation, Surat by a Nationalized Bank located at Surat only. Additional stamp duty payable as per government prevailing rule shall be paid by Contractor/ Consultant for remittance of this FDR.

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. As initial Security Deposit as mentioned above, accepted by the competent Authority shall have to be paid toward Security Deposit at the time of execution of agreement.

Interest will be payable on FDR (that is deducted from Running Bill and converted in to FDR for initial SD) for One year, after completion of work. After that no further interest shall be paid for any extended period what so ever.

If the Security Deposit is not paid within **10 days from the date of L.O.I. / Work Order** than penalty at the rate of

0.065% per day of the amount of Security Deposit will charged. If the Security Deposit is not paid within one month with interest, necessary actions as per condition of contract will be taken.

If initial Security deposit is paid in form of Fixed Deposit, additional stamp paper amounting As per government's prevailing rule of Security Deposit shall be used to execute the agreement.

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

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

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/ Consultant's any other manufacturers workshops or factories wherever situated and the Contractor/ Consultant shall afford for Engineer-in-charge every facility and assistance to carry out such inspection. Contractor/ Consultant or his authorised representative minimum (B.E Civil) shall, at all time during the usual working hours and all other times

when so notified or rehabilitation work in progress ,(no work allowed without engineer from contractor and also without engineer from department) , contractor engineer remain present to receive orders and instructions, orders given to Contractor/ Consultant's representative shall considered to have the same force as if they had been given to the Contractor/ Consultant himself. Contractor/ Consultant 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/ Consultant'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/ Consultant 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 - N.A.

1. Contractor/ Consultant shall guarantee the work for a period of 12 months from the date of completion of work. 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/ Consultant 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/ Consultant of sale thereof or of a sufficient portion thereof.

2. From the commencement to completion of work Contractor/ Consultant 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/ Consultant 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/ Consultant notice in writing of the said defect specifying particulars of the defects alleged to exist or to have occurred, then Contractor/ Consultant shall at his own expenses and with all speed make good the defects so specified.

(b) In case Contractor/ Consultant fails to do so, owner may take at the cost of the Contractor/ Consultant, 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/ Consultant. The decision of Engineer-in-charge with regard to the amount to be recovered from Contractor/ Consultant will be final and binding on the Contractor/ Consultant.

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/ Consultant and the works and efficient execution of the works according to the terms of the specifications, and the Contractor/ Consultant shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered, which in the opinion of the Contractor/ Consultant 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, daily work schedule or bar chart required for the execution of the works and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The Contractor/ Consultant 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/ Consultant, 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/ Consultant, 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/ Consultant 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-CONTRACTOR/ CONSULTANTS FOR TEMPORARY WORKS ETC.

The owner may give written consent to sub-Contractor/ Consultants for execution of any part of the work at the site being entered upon by the Contractor/ Consultants provided each individual Contractor/ Consultant is submitted to the Engineer-in-charge before being entered into and in approved by him. List of Sub-Contractor/ Consultants is to be supplied. Not with standing any subletting with such approval as aforesaid and not with standing the Engineer-in-charge shall have received copies of any sub-Contractor/ Consultants, the Contractor/ Consultants 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 done directly by the Contractor/ Consultant.

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/ Consultant will be penalised for the delay.
2. The general time schedule for work is given in the tender document. Contractor/ Consultant 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 as **Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat** 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/ Consultant 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 or 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/ Consultant 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 (10) ten 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-20 A. LIQUIDATED DAMAGE FOR DELAY

If the Contractor/ Consultant 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 ten days after the contract, and the Contractor/ Consultant should work as per the approved bar chart, failing the Contractor/ Consultant 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/ Consultant 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/ Consultant. 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/ Consultant shall pay to the owner on demand the 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/ Consultant 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/ Consultant under the hand of the owner shall be conclusive evidence) in which case, the security deposit of the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant.
- (c) To measure up the work of the Contractor/ Consultant and to take such part hereof as shall be unexecuted out of his hand to give it to another Contractor/ Consultant to complete. In this case the excess expenditure incurred than what whole have been paid to the original Contractor/ Consultant, if the work had been executed by him, shall be earned and paid by the original Contractor/ Consultant 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/ Consultant 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 or the performance of the contract. In such case the Contractor/ Consultant shall not be entitled to recover or be paid by sum for any work actually performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. In the event of the owner putting in force 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/ Consultant, 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/ Consultant 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/ Consultant fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor/ Consultant's expenses or sell them by auction or private sale on account of the Contractor/ Consultant 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/ Consultant.

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/ Consultant, 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/ Consultant 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/ Consultant is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub- Contractor/ Consultant 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/ Consultant. 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/ CONSULTANT

Without prejudice to any of the right or remedies under the contract, if the Contractor/ Consultant dies, the owner shall have the option of terminating the contract without compensation to the Contractor/ Consultant.

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/ Consultant 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/ CONSULTANT'S OFFICE AT SITE

The Contractor/ Consultant 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/ CONSULTANT'S SUBORDINATE STAFF AND THEIR CONDUCT

1. The Contractor/ Consultant 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/ Consultant 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, it shall be employed by the Contractor/ Consultant without additional charge on account thereof. The Contractor/ Consultant shall ensure to the satisfaction of the Engineer-in-charge that sub-Contractor/ Consultants, if any, shall provide competent and efficient supervision over the work entrusted to them.

2. If and whenever any of the Contractor/ Consultant's or sub-Contractor/ Consultant 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/ Consultant, 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/ Consultant by a qualified and competent substitute. Should the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant'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/ CONSULTANT BY OWNER

If any sub-Contractor/ Consultant 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/ Consultant request him to terminate such sub-contract and the Contractor/ Consultant 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-Contractor/ Consultants from the site.

No action taken by the owner under the above clause shall relieve the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant's licence to use the same and to complete the works by his agents, other Contractor/ Consultant 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/ Consultant 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/ Consultant for the use of said temporary works, constructional plant and stock or being liable for any loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other Contractor/ Consultant 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/ Consultant under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the Contractor/ Consultant 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/ CONSULTANT'S RESPONSIBILITY WITH THE OTHER CONTRACTOR/ CONSULTANT & AGENCIES

Without repugnance to any other condition, it shall be the responsibility of the Contractor/ Consultant executing the work of civil construction to work in close co-operation and co-ordinate the work with other Contractor/ Consultants or their authorised representative and the Contractor/ Consultant will put a joint scheme with the concurrence of other Contractor/ Consultants 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/ Consultant 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/ Consultant shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinances, laws, rules, regulations, etc.

GC-32 OTHER AGENCIES AT SITE

The Contractor/ Consultant 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/ Consultant or his duly authorised representative at the job site or may be served by registered post direct to the official address of the Contractor/ Consultant proof of issue of any such notice could be conclusive of the Contractor/ Consultant 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/ Consultant. Contractor/ Consultant shall co-operate and afford reasonable opportunity to other Contractor/ Consultants 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/ Consultant 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 Price adjustment in price shall be paid.

GC-36 TERMS OF PAYMENT

The payment of Bills shall be made progressively according to the rules and practice followed by the Municipal Corporation. The progressive payment unless otherwise provided in the Contract Agreement or sub-sequently agreed to by the parties, shall be made generally monthly on submission of a bill by the Contractor/ Consultant in prescribed form in an amount according to the value of the work performed less the aggregate of previous progressive payments and as required by clause GC-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/ Consultant 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/ Consultant for work done, **Municipal Corporation will hold retention money as per clause IT -27.** 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/ Consultant'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/ CONSULTANT

All costs, damages or expenses, for which under the Contract the Contractor/ Consultant is liable to the Municipal Corporation deducted by the Municipal Corporation from any money due or becoming due to the Contractor/ Consultant 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/ Consultant.

GC-39 CONTINGENT FEE

1. The Contractor/ Consultant 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/ Consultant 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/ CONSULTANT

If the Contractor/ Consultant fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the S.M.C. may give notice in writing to the Contractor/ Consultant to make good such failure, neglect or contravention. Should the Contractor/ Consultant fail to comply with such written notice within twenty eight (28) days of receipt, if the Municipal Commissioner shall think fit, it shall be lawful for the Municipal Corporation, without prejudice to any other rights, the Contractor/ Consultant 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/ Consultant may have at the site at the time of termination of the contract.

GC-41 DEFAULT OF CONTRACTOR/ CONSULTANT

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

(a) If in the judgement of the Municipal Corporation the Contractor/ Consultant 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/ Consultant.

(b) If in the judgement of the Municipal Corporation the Contractor/ Consultant fails to comply with any of the provisions of this contract.

2. In the event the Municipal Commissioner terminates the contract inwhole 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/ Consultant will be liable to the Municipal Corporation for any additional costs for such similar and / or for liquidated damaged for delay until such resonable 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/ Consultant 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/ Consultant has specifically produced or acquired for the performance of the contract so termi-nated.

4. In the event the Municipal Corporation does not terminate the contract as provided in the paragraph GC- 48 (Termination of Contract) the Contractor/ Consultant 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/ Consultant shall become bank rupt 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/ Consultant 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/ Consultant) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithfully performance of the contract subject to his providing a satisfactory guarantee for the due and faithfull 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/ Consultant 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 branches 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/ Consultant 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/ Consultant under this contract and failing that under any other contract with the Municipal Corporation or from any sum due to the Contractor/ Consultant 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/ Consultant.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor/ Consultant or alleged to have been done by him under the contract, it shall be recovered by the Municipal Corporation from the Contractor/ Consultant 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/ Consultant 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/ Consultant 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 question of fact arising under the contract shall be decided by the Engineer-in-charge, subjected to a written appeal by the Contractor/ Consultant to the Engineer and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all dispute issues shall be settled as provided in (a).

(a) DISPUTES OR DIFFERENCE TO BE REFERRED TO:

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

The question or difference shall be settled by the Municipal Commissioner, who shall state his decision in writing and give notice of same to the Engineer and to the Contractor/ Consultant such decision shall be final and binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

Should the Municipal Commissioner fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the Contractor/ Consultant is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to Standing Committee. Then also, if the said question of difference or dispute remains unsolved / unsettled and if the Contractor/ Consultant is dissatisfied with any such decision of the Standing Committee, then the matter may be referred to the court of law subject to SURAT JURISDICTION.

GC-48 RIGHT OF THE CORPORATION TO DETERMINE/TERMINATE CONTRACT

- i The Corporation shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the Corporation the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the site as verified and approved by the Engineer-in-charge and of the value of the work done to date by the Contractor/ Consultant shall be paid for in full at the rate specified in the contract. A notice in writing from the Corporation to the Contractor/ Consultant of such determination and the reason, thereof shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Corporation.
- ii Should the contract be determined under sub-clause (I) of this clause and the Contractor/ Consultant claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Corporation shall consider and admit such claims as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-charge. The decision of the Commissioner on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the Contractor/ Consultant.

GC-49 CHANGES IN CONSTITUTION

Where the Contractor/ Consultant 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/ Consultant is an individual or an undivided family business concern such approval as aforesaid shall like wise be obtained before the Contractor/ Consultant enters into any partnership agreement whereunder the partnership firm would have the right to carry out the works hereby undertaken by the Contractor/ Consultant. 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/ Consultant shall be pursuant to an appropriate agreement between the Contractor/ Consultant and sub-Contractor/ Consultant 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/ Consultant 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/ Consultant is a party, the submission to the Contractor/ Consultant 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/ Consultant may apply for payment and comply in accordance with the contract Documents for like claim by the Contractor/ Consultant 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/ Consultant 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/ Consultant, 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/ Consultant. If any lien or claims remaining, unsettled after all payments are made, the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ CONSULTANT

Further to clause No.GC-54 when Engineer-in-charge feels necessary to give permission to Contractor/ Consultant 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/ Consultant at prevailing rates from time to time. Such extra supervision charges shall be deducted by Corporation from the running bill/s of the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ CONSULTANT

Where drawings, date are to be furnished by the Contractor/ Consultant they shall be furnished within the specified time. Where approval of drawings has been specified it shall be the Contractor/ Consultant'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/ Consultant at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor/ Consultant and Engineer-in-charge.

"Certified true for _____ project Agreement

No. _____ Signed _____

Contractor/ Consultant 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/ Consultant 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/ Consultant of any of his responsibilities.

The Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant. 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 relive the Contractor/ Consultant of his responsibilities. The Contractor/ Consultant 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/ Consultant. On completion of the work the Contractor/ Consultant shall submit the Geodetic documents according to which the work has been carried out.

GC-59 RESPONSIBILITIES OF CONTRACTOR/ CONSULTANT FOR CORRECTNESS OF WORK

The Contractor/ Consultant 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/ Consultant

Contractor/ Consultant 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/ Consultant 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/ Consultant's inability to procure the Materials, the Engineer-in-charge shall have the right to procure Materials from the market and the Contractor/ Consultant 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/ Consultant at his cost from S.M.C's stores or Railway Station. The sum due from Contractor/ Consultant 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/ Consultant'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/ Consultant 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/ Consultant. The Materials will be issued during working hours and as per rules of S.M.C. from time to time.

b) Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant to replace them as 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/ Consultant shall be entitled to claim any compensation for loss suffered by him on this account.
- g) None of the Materials issued to the Contractor/ Consultant, shall be used by the Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant shall see that only the required quantities of Materials are got issued and no more. The Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant, 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/ Consultant 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/ Consultant or his authorised representative or if any doubt arises as in the meaning of such stipulation or instructions, the Contractor/ Consultant 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/ Consultant.

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 is decided.

B. Extra Items

Extra Items of work shall not vitiate the contract. The Contractor/ Consultant 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 2023-2024 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/ Consultant 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/ Consultant shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the Contractor/ Consultant 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/ Consultant's cost as the Engineer-in-charge may direct at the place of manufacture of fabrication or on site or at any such place. Contractor/ Consultant shall provide assistance, instruments

labour and Materials as are normally required for examining measuring and testing any work Workmanship as may be selected and required by Engineer-in-charge.

2. All tests will be necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approved laboratory at Contractor/ Consultant's cost.
3. The Contractor/ Consultant 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/ Consultant.

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 Contractor/ Consultant shall, no demand in writing from Engineer-in-charge or his authorised representative specifying the work, Materials or articles complained of, not with standing 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/ Consultant shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of work for every Ten (10) days limited to a maximum of Ten (10%) Percent of the value of work while his failure to do so continue and in the case of any such failure the Engineer-in- charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with other at the risk and cost of the Contractor/ Consultant. 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/ Consultant shall, if ordered in writing by Engineer-in-charge or his representative temporarily suspended the

work or any part thereof for such time (not exceeding two months) as ordered and shall not after receiving such written order proceed with the work until he shall have received a written order to proceed therewith the Contractor/ Consultant 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/ Consultant 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/ Consultant.

GC-73 OWNER MAY DO PART OF THE WORK

When the Contractor/ Consultant 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/ Consultant. In such case the S.M.C. shall deduct from the amount which otherwise might become due to Contractor/ Consultant 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/ Consultant, Contractor/ Consultant 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 Contractor/ Consultant. 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 Deleted

GC-76 SCHEDULE OF RATES

1. The price/rates quoted by the Contractor/ Consultant shall 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/ Consultant. Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant.

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 obtained. All of such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor/ Consultant 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/ Consultant'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 ommitted.

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/ Consultant's authorised agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorised representative and signed by Contractor/ Consultant or his authorised agent in token of acceptance. If the contract 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 contract and these measurement will be deemed to be correct and binding on Contractor/ Consultant.

2. Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant basis such claims and such notice shall contain full particular of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor/ Consultant 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/ CONSULTANT'S BILL

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

Payment due to Contractor/ Consultant shall be made by the by crossed Accounts payee cheque in Indian currency forwarding the same to the registered office of the Contractor/ Consultant. 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/ Consultant 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/ Consultant 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/ Consultant fulfil his obligation as per terms of contract he shall be eligible to apply for completion certificate. Contractor/ Consultant 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/ Consultant the completion certificate within 2 (Two) month after receiving an application thereof from Contractor/ Consultant 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/ Consultant 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/ Consultant 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 Contractor/ Consultants 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/ Consultant 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/ Consultant during the defects liability period as fixed originally, or as external subsequently and the Contractor/ Consultant 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/ Consultant 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/ Consultant.

GC-84 TAXES, DUTIES, OCTROI, ETC.

The Contractor/ Consultant shall be liable to payment of all the Central/ State/Local Bodie's Levies,/ GST/ taxes or duties etc. The SMC shall neither bear it nor reimburse at any time but will ensure deduction of Central/State/Local levies/GST and taxes at Source at the rate provided under the relevant statutes from time to time inforce.

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

GC-85 INSURANCE

Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant or Sub-Contractor/ Consultant 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/ Consultant, by third parties or by Central or State Government authority or any administrative Sub-division thereof. Contractor/ Consultant agrees to fill in with the Employees State Insurance Corporation, the declaration from and all forms which may be required in respect Contractor/ Consultant's or Sub-Contractor/ Consultant'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/ Consultant shall deduct and secure the agreement of the Sub-Contractor/ Consultant to deduct the employees' contribution as per the first Schedule of the Employees' State Insurance Act from wages. Contractor/ Consultant shall remit and secure the agreement of Sub-Contractor/ Consultant to remit to the State Bank of India Employees' State Insurance Corporation Accounts, the employees contribution as required by the Act Contractor/ Consultant agrees to maintain all cares and record as required under the Act in respect of employees and payments and Contractor/ Consultant shall secure the agreements of the sub-Contractor/ Consultants to maintain such records, any expenses incurred for the contributions or maintaining records shall be to Contractor/ Consultant's or sub- Contractor/ Consultant' account. Owner shall retain such sum as may be necessary from the contract value until Contractor/ Consultant 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 Contractor/ Consultants employees engaged in the performance of this contract. If any part of work is sublet, Contractor/ Consultant shall require the sub-Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant, his employees, agent representatives or Sub- Contractor/ Consultants.

2. Contractor/ Consultants 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 wilful act of omission of Contractor/ Consultant,his employees, agents, representatives or sub-Contractor/ Consultants.

GC-87 OUR LAWS AND REGULATIONS

1. The Contractor/ Consultant shall be responsible for the strict compliance of and shall ensure strict compliance by his sub Contractor/ Consultant 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/ Consultant/ sub-Contractor/ Consultant and their respective employees.

2. No labour below the age of eighteen (18) year be employed on work.

3. Contractor/ Consultant shall pay to the labours engaged on work according the law.

4. The Contractor/ Consultant and sub-Contractor/ Consultants of the Contractor/ Consultant 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 licences, consents, Registration and / or other authorisation as shall from time to time be or become necessary for relatint 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- Contractor/ Consultants,

employees and agents of all terms and conditions of the said licences, consents, regulation and other authorisation and laws, rules and regulations applicable thereto.

GC-88 CONTRACTOR/ CONSULTANT TO INDEMNIFY OWNER

1. The Contractor/ Consultant 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/ Consultant or any sub-Contractor/ Consultant and or from any liability and way to any workman / employee of the Contractor/ Consultant or any sub-Contractor/ Consultant 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/ Consultant without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor/ Consultant.

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/ Consultant 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/ Consultant 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/ Consultant and upon the contesting of such claim.

4. The Contractor/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant shall maintain first aid facilities for its employees and those of his sub-Contractor/ Consultant.

1.2 Contractor/ Consultant 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/ Consultant's field office.

1.3 All injuries shall be reported promptly to Engineer-in-charge, and a copy of Contractor/ Consultant'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/ Consultant shall also be held liable and responsible for all lapses of his sub-Contractor/ Consultants/ employees in this regards.

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 of 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/ Consultant.

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/ Consultant 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/ Consultant 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/ Consultant 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/ Consultant'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/ Consultant 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 Contractor/ Consultants 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/ Consultant shall indemnify the Municipal Corporation against all loss of damage resulting directly or indirectly from the Contractor/ Consultant'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 workmens compensation Act VIII of 1923 including all modification thereof whether such compensation may become payable by the Contractor/ Consultant or by the Municipal Corporation as principal employer, the Engineer-in-charge may retain out of money due and payable to the Contractor/ Consultant 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/ Consultant 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/ Consultant. On the otherhand, even if the Contractor/ Consultant 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.

GC-93 (A) PRICE VARIATION CLAUSE:

No Price Variation difference will be paid to the Contractor/ Consultant for Labour, Materials, P.O.L. (Fuel) or any other material for the work

GC-93 (B) STAR RATE & DIFFERENCE FOR REINFORCEMENT STEEL & CEMENT:

No star rate or basic rate difference will be paid to the Contractor/ Consultant for cement , steel reinforcement or any other material for the work.

GC-94 GOODS AND SERVICE TAX (GST)

GST CLAUSE FOR CONSTRUCTION / ERECTION / COMMISSIONING / INSTALLATION / REPAIRS / MAINTENANCE / RENOVATION / FABRICATION OF STRUCTURE INCLUDING BUILDING (MEANS ALL WORKS CONTACT / TURN KEY PROJECTS / SUPPLY OF MATERIAL / GOODS)

GST (Goods & Service Tax) has come in existence from 1 July 2017. Contract / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of contract. if there is any change in Rate of GST (Goods & Service Tax) by the Government the same shall be reimbursed / recovered separately by SMC subject to the submission of Original Receipt / proof for the amounts actually remitted by the successful Tenderer / Contractor/ Consultant to the competent authority along with a certificate from Chartered Accountant of Contractor/ Consultant / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 Days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor/ Consultant, failing which SMC and decision of Municipal Commissioner shall be final and binding on the Contractor/ Consultant / Successful Bidder in this regard Further the non-payment of GST to the Government may lead to the termination of contract and forfeiture of security Deposit / Performance Guarantee Amount.

If imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals etc. or any increase in the existing Taxes / Duties / Levies / Cess or any other incidentals etc. (Excluding GST) are imposed during the course of the contract the same shall be borne by the Contractor/ Consultant / Successful Bidder only in no case SMC shall be liable for the same.

The Contractor/ Consultant will submit the invoice to the SMC having GSTIN of SMC mentioned therein and the taxes shall be shown separately on the face of the invoice so as to claim as ITC by SMC.

Note :- The Rates mentioned in BOQ are excluding GST. GST will be reimbursed separately (if applicable as per the opinion of Account department of SMC / GST Consultant of SMC) as per the prevailing GST Rates decided by the Government. The Contractor/ Consultant is invariably bound to any changes in GST Rates made during the course of the work. The payment (if applicable) for GST will be only released only after the applicable Amount reflects on Government portal. Decision of Account Department of SMC regarding applicable GST Rates will be final.

GC-95 SECURED ADVANCES:

No Secured advances shall be paid.

GC-96 SUBMISSION / COMPULSION BY CONTRACTOR/ CONSULTANT

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

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

GC-97 SPECIAL RISK

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

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

GC-98 SECURITY DEPOSIT

The person/persons whose tender may be accepted (hereinafter called the Contractor/ Consultant, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within 10 days of the receipt by him of the notification of the acceptance of his tender otherwise 0.065% per day of S.D. amount will be charged as penalty) deposit with Municipal Commissioner in cash or Government securities endorsed to the Commissioner sum sufficient which will make up the security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by Contractor/ Consultant shall be refunded after the expiry of the Defects Liability period as shown in the attached Memorandum after deducting dues, if any, which become liable to be recovered from the Contractor/ Consultant under the terms and conditions of this Agreement.

GC-99 COMPENSATION OF THE DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor/ Consultant and shall be reckoned from the date on which the order to commence work is given to the Contractor/ Consultant. The work shall throughout the stipulated period of the contract

be proceeded with, all due diligence (time being deemed to be the assence of the contract on the part of the Contractor/ Consultant) and the Contractor/ Consultant shall pay as compensation a percentage amount (shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper days, And further to ensure good progress during the execution of the work the Contractor/ Consultant shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete parts of the work during the period shown in the attached Memorandum.

In the event of the Contractor/ Consultant failing to comply with these conditions he shall be liable to pay as **compensation in form of liquidated damages**, the amount mentioned above for every day that the due quantity of work remained incomplete provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the Tendered cost of the work as shown in the tender.

GC-100 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FOREFITED

In any case in which under any clause of or clauses this contract the Contractor/ Consultant shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (whether paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the Contractor/ Consultant or any other causes, the Commissioner on behalf of the Corporation shall have power to adopt of the following courses, as he may deem best suited to the interest of Municipal Corporation .

(a) To rescind the contract (of which rescission notice in writting to the Contractor/ Consultant under the hand of the Commissioner shall be conclusive evidence) and in that case that security deposit of the Contractor/ Consultant shall stand forfeited and be absolutely at the disposal of Municipal Corporation .

(b) To employ labour paid by the related Zone and to supply material to carry out the works, or any part of the work debitting, the Contractor/ Consultant with errectness of which cost and price the certificate of Executive Engineer shall be final and conclusive against the Contractor/ Consultant and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor/ Consultant under the terms of his contract, and in that case the certifate of the Executive Engineer as to the value of the work done shall be final and conclusive agains the Contractor/ Consultant.

(c) To order that the work of the Contractor/ Consultant be in measured up and to take such part thereof as shall be

unexecuted out of his hands, and to give it to another Contractor/ Consultant to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to original ontractor, if the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer shall be finl and conclusive) be borne & paid by the original Contractor/ Consultant shall be deducted from any money due to him by Municipal Corporation under the contract or otherwise from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

Action when the progress of any perticular portion of the work if unsatisfactory

In the event of any of the above courses be adopted by the Commissioner the Contractor/ Consultant shall have no claim to compensation for any loss sustained by him by reason of his purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be reseinded under provision aforesaid, the Contractor/ Consultant shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to paid the Particular amount so certified.

GC-101 COMPENSATION TO LOSS

Contractor/ Consultant remains liable to pay liquidated Damages if action not taken under GC-22. If the progress of any particular portion of the work is unsatisfactory the Commissioner shall notwithstanding that the general progress of the work is satisfactory in accordance with GC-99, be entitled to take action

under GC-22 (b) after giving the Contractor/ Consultant 10 day's notice in writing and Contractor/ Consultant will have no claim for liquidated Damages for any loss sustained by him owing to such action.

GC-102 Power to take possession of require to removal of, or self Contractor/ Consultant's plan

In any case in which any of the powers conferred upon the Commissioner by GC-22 and GC-101 hereof shall have become exercisable and same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the Contractor/ Consultant for which by any clause or clauses hereof he is declared liable to pay compensation mounting to the whole of his security deposit require or and the liability of the Contractor/ Consultant for past and future compensation shall remain unaffected.

In the event of the Commissioner taking action under sub-clause (a) or (c) of GC-22, he may, be he so desire to take possession of all or any tools, plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor/ Consultant, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Commissioner may by notice in writing to the Contractor/ Consultant or his clerk of the works. Foremen or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time specified in such notice; & in the event of the Contractor/ Consultant failing to comply with any such requisition, the Commissioner may remove them at the Contractor/ Consultant's expense or sell them by action or private sale at the risk and account of the Contractor/ Consultant in all respects, and certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any of any sale shall be final and conclusive against the Contractor/ Consultant.

GC-103 EXTENSION OF TIME

If the Contractor/ Consultant shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Competent authority within 30 days from the date on which he was hindered as aforesaid on or which the cause for asking for extension occurred and the Competent authority may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Competent authority in this matter shall be final and binding to all.

GC-104 FINAL CERTIFICATION

On completion of the work the Contractor/ Consultant shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned of the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or where the measurement have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said measurement being binding and conclusive against the Contractor/ Consultant.

If the Contractor/ Consultant shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish. And cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the Contractor/ Consultant remove such scaffolding surplus material and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and Contractor/ Consultant shall forthwith pay the amount off all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

GC-105 PAYMENT ON INTERMEDIATE CERTIFICATE TO REGARDED AS ADVANCE.

No payment shall be made for any work, on estimated to cost less than rupees one thousand, till after the whole of the said work shall have been completed & a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the Contractor/ Consultant shall, on submitting a monthly bill therefore be entitled to received payment proportionate to the percentage shown in the

attached Memorandum of the part of the works than approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor/ Consultant.

All such intermediate payment shall be regarded as payment by way of advance against the final payments only & not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound imperfect or unskilful work to be removed & taken away & reconstructed, or re-erected. nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect of the accruing of and claim; nor shall it conclude, determine or affect in any way the Powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor/ Consultant within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

GC-106 PAYMENT AT REDUCED RATE ON ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE THE DISCRETION OF THE ENGINEER-IN-CHARGE

The rates for several items of the work agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted as so completed the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

A bill may be submitted by the Contractor/ Consultant once in each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible shall be adjusted if possible within fifteen days from the presentation of the bill. If the Contractor/ Consultant does not submit the bill within the time fixed as aforesaid, Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the Contractor/ Consultant or his duly authorised agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list which shall be binding on the Contractor/ Consultant in all respects.

GC-107 BILLS TO BE ON PRINTED FORMS

The Contractor/ Consultant shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

GC-108 STORES SUPPLIED BY SMC

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Municipal Store or if it is required that the Contractor/ Consultant shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the Contractor/ Consultant but not so as in any way to control meaning or effect of the contract specified in the schedule or memorandum hereto annexed) the Contractor/ Consultant shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off deducted from any sums then due, or thereafter to become due to the Contractor/ Consultant under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof shall be deposited is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of Municipal Corporation and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the related zone store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the Contractor/ Consultant shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

GC-109 WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS ORDERS ETC.

The Contractor/ Consultant shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The Contractor/ Consultant shall also conform exactly, fully and faithfully to designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the Contractor/ Consultant shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the Contractor/ Consultant shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instruction on aforesaid.

GC-110 ALTERNATION ON SPECIFICATIONS AND DESIGN NOT TO INVALIDATE CONTRACTOR/ CONSULTANTS. RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE TO RATES OF THE SMC

The Engineer-in-charge shall have power to take any alteration in, or addition to the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the Contractor/ Consultant shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the Contractor/ Consultant may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor/ Consultant on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which on rates is specified in this contract than such class of work shall be carried out at the rates entered in the schedule of rates of Municipal Corporation or at the rates mutually agreed upon between the Engineer-in-charge and the Contractor/ Consultant whichever are lower if the additional or altered work for which no rate is entered in the schedule of Rates of Municipal Corporation is ordered to be carried out before the rates are agreed upon then the Contractor/ Consultant shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the Contractor/ Consultant shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Commissioner will be final.

Where, however, the work shall have to be executed according to the designs; drawings and specifications recommended by the Contractor/ Consultant and accepted by the competent authority the alteration above referred to shall within the scope of such designs drawings and specification appended to the tender.

Extension of time in consequence of additions or alterations. The time limit for the completion of work shall be extended in the proportion that the increase in its cost occasioned by alterations or addition the cost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

GC-111 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORKS TO BE CARRIED OUT

If at any time after the execution of the contract documents the engineer-in-charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor/ Consultant, he shall give notice in writing of the fact to the Contractor/ Consultant who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided hereunder, the Contractor/ Consultant shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for

compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the Contractor/ Consultant, before receipt by him of the said notice, the Contractor/ Consultant shall be paid for such materials at the rate determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge, whose decision shall be final. If the Contractor/ Consultant suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the Contractor/ Consultant shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable, provided that the Contractor/ Consultant shall not be entitled to any compensation on account of labour charges if, in the opinion of the Engineer-in-charge, the labour could have been employed by the Contractor/ Consultant elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as a foresaid.

GC-112 ON CLAIM TO COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY SMC.

The Contractor/ Consultant shall not be entitled to claim any compensation from Municipal Corporation for the loss suffered by him on account of delay by Municipal Corporation in the supply of materials entered in schedule A' where such delay is caused by

- (1) Difficulties relating to the supply of Railway wagons & availability of Government controlled materials-
- (2) Force Majeure.
- (3) Act of God.
- (4) Act of the Nation's enemies or any other reasonable cause beyond the control of Municipal Corporation .

In the case of such delay in the supply of material the Municipal Corporation shall grant such extension of time

for the completion of the work as shall appear to the Commissioner to be reasonable in accordance with the circumstances of the case. The decision of the Commissioner as to the extension of time shall be accepted as final by the Contractor/ Consultant.

GC-113

The Contractor/ Consultant is to set out and level the work & will be responsible for the accuracy of same. He is to provide and maintain measuring and surveying instruments including steel tapes, theodolite and dumpy level at all times for proper carrying of the work and for the use of Executive Engineer and his representative including skilled attendance.

GC-114

The Contractor/ Consultant is to cover up and protect the works from the weather, and is suspend all 'wet' operations during weather which, in the Executive Engineer opinion, will be detrimental to the work.

GC-115

Samples of each class of material and workmanship shall be submitted by the Contractor/ Consultant for the approval of Executive Engineer and after such approval these samples shall be deposited at any place the Executive Engineer may appoint and the Contractor/ Consultant shall be required to perform all the works of this contract in accordance with the samples.

GC-116

On completion, all work must be cleaned down; rubbish removed and the works and land cleaned of rubbish; surplus materials and other accumulations, and everything left in a clean and ordinary condition.

GC-117

The Contractor/ Consultant shall provide, erect and maintain proper sheds and temporary buildings for the storage and protection of materials and goods and for the execution of work which may be fabricated or brought on the site.

GC-118

The Contractor/ Consultant is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the structures as shown in the drawings supplied to him. If at any time any error shall appear during the progress of any part of the work, the Contractor/ Consultant shall at his own expense rectify such error if called upon to the satisfaction of the Executive Engineer.

GC-119

The Contractor/ Consultant shall permit the execution of the work not provided for in the tender by artists; tradesman, or others engaged by the Municipal Corporation. The Contractor/ Consultant shall allow all reasonable facilities and the use of his scaffolding and water for the execution of such work, but is not required to provide any special scaffolding for the execution of such work except by special arrangement with Municipal Corporation.

GC-120 TIME LIMIT FOR UNFORESEEN CLAIM

Under no circumstance whatsoever shall the Contractor/ Consultant be entitled to any compensation from Municipal Corporation on any account unless the Contractor/ Consultant shall have submitted a claim in writing to the Engineer-in-charge within one month of cause of such claim occurring.

GC-121 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor/ Consultant and them notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor/ Consultant shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor/ Consultant shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding ten days, during which the failure so continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and execute the work or remove and replace the materials or articles complained of or as the case may be at the risk and expense in all respects of the Contractor/ Consultant, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Commissioner may deem fit.

The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the Contractor/ Consultant is so liable for any defects in the work shall be the Defects Liability Period shown in the attached Memorandum.

GC-122 WORK TO OPEN BE INSPECTION

Contractor/ Consultant is responsible agent to be present. All works under in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer-in-charge and his subordinates, and the Contractor/ Consultant shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the Contractor/ Consultant, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor/ Consultant's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

GC-123 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor/ Consultant's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

GC-124 Contractor/ Consultant Liable For Damage Done, And Or Imperfection For Three Months After Certificate.

If the contractor or his workmen; or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed; or if any damage shall be done to the work for any cause whatever while it is in progress or if any imperfection become apparent in it within the Defect liability period mentioned above by Engineer-in-charge the contractor shall make good the same at his own expense, or in default the Engineer in charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of Engineer-in-charge shall be final) from any sum that may be due or thereafter become due to the Contractor/ Consultant or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

GC-125 CONTRACTOR/ CONSULTANT TO SUPPLY PLANT, SCAFFOLDING ETC

The Contractor/ Consultant shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the Public works department Stores in accordance with the contract). plant tools, appliances implements, ladders, cordage, scaffolding and any temporary works which may be required for the proper execution of the work, in the original; altered or substituted from, and whether included in these specifications or, other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof. To and from the work. The Contractor/ Consultant shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials, Failing this the same may be provided by the Engineer-in-charge at the expense of the Contractor/ Consultant and the expense may be deducted from any money due to the Contractor/ Consultant under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contractor/ Consultant shall provide all necessary fencing and lights required to protect the public from accident; and shall also be bound to bear the expenses of every suit. Action or other legal proceedings, at law, that may be brought by any person for Injury sustained owing to negligence of the above precautions, and to pay damages and costs which may be awarded in any such suit action or proceedings, to any such person, or which may with the consent of the Contractor/ Consultant be paid in compromising any claim by any such person.

GC-126

The Contractor/ Consultant shall make his own arrangement for drinking water for the labour employed by him.

GC-127 LIABILITY OF CONTRACTOR/ CONSULTANT FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA

Compensation for all damage done intentionally or unintentionally or by Contractor/ Consultant's labourers whether in or beyond the limits of municipal property shall be estimated by the Engineer-in-charge or such other office as he may appoint & estimates of Engineer-in-charge subject to the decision of the Commissioner on appeal be final & the Contractor/ Consultant shall be bound to pay the amount of the assessed compensation of demand failing which the same will be recovered from the Contractor/ Consultant as damage from the security deposit or deducted by the Engineer-in-charge from any sum that may be due or become due from Mahanagar Seva Sadan to the Contractor/ Consultant under this contract or otherwise.

The Contractor/ Consultant shall bear the expenses of defending any action or other legal proceedings that may be brought by any person from injury sustained by him owing to negligence of precautions to prevent the spread of fire & he shall also pay any damages and cost that may be awarded by the court in consequence.

GC-128 WORK ON SUNDAY

No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

GC-129

Contract may be rescinded by and security deposit forfeited for subletting it without approval or for being a public officer or if Contractor/ Consultant becomes insolvent:

The contract shall not be assigned or subject without the written approval of the Engineer-in-charge, and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt to do the Engineer-in-charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, loan, perquisite, reward or directly advantage, pecuniary or otherwise, shall either or indirectly be given, promised, or offered by the Contractor/ Consultant, or any of his servants agents to any public officer or person in the employ of Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may be notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the Contractor/ Consultant shall thereupon stand forfeited and be absolutely at the deposit of the Mahanagar Seva Sadan & the same consequences shall ensue as if the contract had been rescinded under GC-22 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for, actually performed under the contract.

GC-130 SUM PAYABLE BY WAY OF COMPENSATING TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE ACTUAL LOSS

All sums payable by a Contractor/ Consultant by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

GC-131 CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED.

In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor/ Consultant to the Engineer-in-charge for his information.

GC-132 WORKS TO BE UNDER THE DIRECTION OF EXECUTIVE ENGINEER

All works to be executed under the control shall be executed under the directions and subject to the approval in the respects of the Executive Engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

GC-133 DECISION OF THE COMMISSIONER TO BE FINAL

Except where otherwise specified in the contract decision of the Commissioner shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification designs, drawings and instructions here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

GC-134 LUMP SUM IN ESTIMATES:

When the estimate on which a tender is made includes lump sums in respect of parts of the work the Contractor/ Consultant shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract of such items or if the part of the work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive under the provision of the clause.

GC-135 ACTION WHERE NO SPECIFICATION

In the case of any class of work of which there are no such specifications as are mentioned in Rule 1 such work shall be carried out in accordance with the Municipal or Gujarat Government P.W.D. specifications, and in event of there being no Municipal or Government P.W.D. specifications, then in such case the work shall be carried out in all respects in accordance with the instructions & requirement of the Engineer- in-charge.

GC-136 DEFINITION OF WORKS

The expression "works" or "Work" where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work of works the contracted to be executed under or in virtue of the contract, whether temporary or permanent, and whether original altered, substituted or additional.

GC-137 REFUND OF QUARRY FEES AND ROYALTIES

All quarry fees and royalties shall be paid by the Contractor/ Consultant All octroi taxes shall also be paid Contractor/ Consultant according to the Municipal rules in force at the time and no refund shall be given Certificate for refund of quarry fees and royalties in admissible under existing rules shall be given by the Municipal to the Contractor/ Consultant after successful completion of the contract. For the levy of water charges for construction work, please see the attached Memorandum.

GC-138 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's Compensation Act 1923 (VIII of 1923) or any statutory modification thereof for injuries caused to workmen.

GC-139 CLAIM FOR QUANTITIES OF WORK ENTERED IN THE TENDER ESTIMATE

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

GC-140 CLAIM FOR COMPENSATION DELAY IN STARTING THE WORK

No. compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in the case of clearance work, for any delay in accordance to estimate.

GC-141 CLAIM FOR COMPENSATION FOR DELAY IN THE EXCAVATION OF WORK

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits, and no claim for an extra rate shall be entertained, unless otherwise expressly specified.

GC-142 ENTERING UPON OR COMMENCING ANY PORTION OF WORK

The Contractor/ Consultant shall not enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work failing such authority the Contractor/ Consultant shall have no claim to ask for measurements for payment of work,

GC-143 MINIMUM AGE OF PERSONS EMPLOYED THE EMPLOYMENT OF DONKEYS AND OR OTHER ANIMALS & THE PAYMENT OF FAIR WAGES

- (i) No Contractor/ Consultant shall employ any person who is under the age of 12 years.
- (ii) No Contractor/ Consultant shall employ donkeys or other animals with breching of string or thin rope. The breching must be atleast three inches wide and should be of tape (Nawar).
- (iii) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Municipal Corporation for any delay caused in the completion of the work by such removal.

(v) The Contractor/ Consultant shall pay fair & reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the Contractor/ Consultant and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same.

The decision of the Executive Engineer shall be conclusive and binding.

On the Contractor/ Consultant but such decision shall not in any way affect the condition in the contract regarding the payment to be made by Municipal Corporation at the sanctioned tender rates.

GC-144 METHOD OF PAYMENT

Payment to Contractor/ Consultants shall be made by cheques drawn on any Bank in Surat, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

GC-145 ACCEPTANCE OF CONDITION COMPULSORY BEFORE TENDERING FOR WORK.

Any Contractor/ Consultant who does not accept these conditions shall not be allowed to tender for works.

GC-146 CLAUSE HEADINGS

The clause headings in these conditions are for purposes of reference only and are not to be deemed to form part of this contract.

GC-147

Disputes if any, shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner/Standing Committee. After referring to Commissioner/Standing Committee if the said dispute is not solved, the same shall be referred to the court subject to Surat Jurisdiction only.

GC-148 THE FOLLOWING CONDITION ARE BEING INCLUDED IN THIS TENDER AND SHALL BE CONSIDERED AS A PART OF TENDER DOCUMENT.

(i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the Contractor/ Consultant while releasing the payment of final bill. In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 2% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.

(ii) If there is increase in amount of work more than 5% of the Contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the Contractor/ Consultant up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs. 1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 Lacs or more at the rate of 4% of the additional amount.

(iii) In many cases, the Contractor/ Consultants are stopping the work half-way due to number of reason and when the department has to take actions in accordance to GC-22(a) or (b) or (c) of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalising the tender etc.

In such cases a fixed amount of Rs.1000/- should be reversal from the original contract towards the cost of advertisement and other administrative charges incurred by the department in finalising the contract for the remaining work. In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery to be made under GC-22 or such other relevant clauses.

GC-149

No Contractor/ Consultant shall employ any person who is under the age of 18 years. If any Contractor/ Consultant found employing person or persons under the age of 18 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in Child Labour (Prohibition & Regulation) Act 1986 and also, a penalty of Rs.20,000/-(Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in Child Labour Rehabilitation cum Welfare Fund.

No Contractor/ Consultant shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape [Nawar].

No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

The Engineer-in-charge or his agent is authorized to remove from work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Municipal Corporation for any delay caused in the completion of the work by such removal.

The Contractor/ Consultant shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the Contractor/ Consultant and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same.

The decision of the Executive Engineer shall be conclusive and binding on the Contractor/ Consultant, but such decisions shall not in any way affect the condition in the contract regarding the payment to be made by the Municipal Corporation at the sanctioned tender rates.

GC-150 EVALUATION OF SUBMITTED QUALIFICATION OFFER BASED ON SUBMISSIONS MADE BY THE TENDERER

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

GC-151 AS PER STANDING COMMITTEE RESOLUTION NO . 811, DT. 13/07/1990

Before making payment of final bill to the tenderer of "Item rate type tender" on the completion of the works, total amount of that work done at sanctioned rate shall be compared with the total amount of work done, had it been executed at the rate of the tenderer of the tender which one is next higher than sanctioned one i.e. second lowest tenderer.

While comparing total amount, quantity to be taken into consideration will be the quantity executed and not the quantity put to tender and will also include variation of quantity within the limits of quantity executed i.e. 30% of the estimated quantity or as desired in a particular case.

In case the latter is less than the total amount of work done at sanctioned rate than the amount of difference between the due shall be deducted from the final bill before making payment In other words, the work when executed shall not to exceed as compared to rates of second lowest tenderer.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

MEMORANDUM

1.	General Description of work	:	Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.
2.	Estimated Cost	:	Rs.1,31,32,000.00/-
3.	Earnest Money Depository	:	Rs.1,31,400.00/-
4.	Initial Security Deposit (i) Cash/DD/Pay order (not less than the amount of earnest money)	:	Rs. 2% of Tender Amount.
	(ii) To be deducted for current bills	:	-----
	Total Deposit	:	Rs. 2% of Tender Amount.
5.	Time allowed for the completion of work from date fixed in written order to commence	:	06 (Six) months (Including Monsoon)
6.	Compensation for delayed work under GC-99	:	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent (10%) of the contract price.
7.	The progress of work should confirm to the following schedule		
	1/4 of the work in 1/2 of the work in 3/4 of the work in	:	1/4 of the time. 1/2 of the time. 3/4 of the time.
8.	Percentage to be retained from running Account Bills	:	Initial Security Deposit @ 2% of Contract Value 2% security deposit from RA bill and final bill Total 4% Note: Initial Security Deposit of 2% shall be returned after payment of Final Bill and Closure of Audit Procedures (whichever is later). For Remaining 2% Deposit deducted from Running Account Bills: After successful completion of final bill.
9.	Defect Liability Period	:	N.A.
10.	Water Charges	:	CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY on next page.
11.	Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat.	:	N.A.
12.	Income Tax (on Proposed amount)	:	10 % of Proposed amount
13.	Goods and Service Tax (GST)	:	As per GC 94

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

**SURAT MUNICIPAL CORPORATION
SOUTH ZONE - A (UDHANA)
CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY**

FOR WATER CHARGE

In case of Municipal Network or distribution center available or not at near by area

OPTION-1:

Contractor/ Consultant has to make his own arrangement for construction work whether from private boring or tankers. Contractor/ Consultant has to submit test report of water whether it is of good quality for construction work or not and Contractor/ Consultant has to inform about it within 30 days of starting the work.

OPTION-2:

If Contractor/ Consultant wants to use Municipal Water he has to follow procedure within below:

1. Contractor/ Consultant has to apply for water connection by Municipal Licenced plumber in prescribed form.

2. Contractor/ Consultant has follow all procedure with his own expenses.

3. According to rule Municipal Corporation issue bill to Contractor/ Consultant for consumption of water and Contractor/ Consultant has to paid it within stipulated time and Contractor/ Consultant has submit one copy of bill and payment receipt to concern department. If Contractor/ Consultant fail to pay the bill the amount of bill/paid receipt can be recover from Contractor/ Consultant's bill.

4. If Municipal Corporation network is not available then Contractor/ Consultant can make arrangement of water tanker from nearby distribution center after depositing required amount.

5. After completion of work Contractor/ Consultant has to cancelled the water connection and inform the concern department.

6. If network and distribution center/network are both not available in that case Contractor/ Consultant has to make his own arrangement for good quality construction water and has to follow the option-1.

(2) The Contractor/ Consultant shall make his own arrangement at his cost for electric supply required for operating various plants and machineries required for the works and for general lighting purpose for site, office, labour

colony etc.

The energy bills shall also be paid by the Contractor/ Consultant.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

IMPORTANT INSTRUCTION-A TO THE CONTRACTOR/ CONSULTANT

- (1) This tender document containing Page No.01 to 87 duly signed by the tenderer, should be furnished to Corporation treasury along with the amount of earnest money deposit as mentioned in tender notice. If any of the drawings or papers removed from the tender, the tender shall be rejected and E.M.D. shall be forfeited.
- (2) The tenderer who wants to propose something in written, he should write it on his letter pad or another paper. Anything written on tender papers shall not be considered by Corporation and Contractor/ Consultant shall not be intend to do so.
- (3) Following Certificate shall be enclosed with tender.
 - (a) ~~Solvency Certificate amounting of 20% of tender amount.~~
 - (b) Registration Certificate of required class given by Government or Semi-Government firm.
 - (c) Income-Tax clearance certificate.
 - (d) List of work done by Contractor/ Consultant with its volume.
- (4) This is annual rate contract, It the work given to one or more Contractor/ Consultants, the time limit shall be as per memorandum of the tender.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

IMPORTANT INSTRUCTION-B TO TENDERER

1.

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
---	---	---	---

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 sale tax certificate, with proof of residence is compulsory for tenderer.
- [4] In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
- [5] The Photograph and specimen signature of bidder will be cross checked, whenever he receives payment in account section of SMC.
- [6] The specimen signature of Contractor/ Consultant will be cross checked by Account Department of SMC, in case of representative of Contractor/ Consultant alongwith letter of authority of a person who signed an agreement, receives payment.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS

GENERAL :

1. In the specification "as directed"/"Approved" shall be taken to mean "as directed"/approved by the Engineer-in-charge.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In "Mode of Measurement" in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provisions on these particular point or aspects in the relevant Indian Standards shall be referred to.
4. All measurements and computations, unless otherwise specified, shall be carried out nearest to the following limits :
 - (i) Length, width and depth (height 0.01 Mt.
 - (ii) Areas 0.01 Sq.Mt.
 - (iii) Cubic Contents 0.01 Cu.Mt.
 In recording dimensions of work.
 The sequence of length, width and height (depth) or thickness shall be followed.
5. The distance which constitutes lead shall be determined along the shortest partial route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regard shall be taken as final.
6. Where no lead is specified, it shall mean "all leads".
7. Lift shall be measured from plinth level.
8. Definite particulars covered in the items of work, though not mentioned or elucidated in its specifications shall be deemed to be included therein.
9. Reference to specifications of materials as made in the detailed specification the items of works is in the form of a designation containing the number of the specification of the material and prefix 'M' e.g. 'M-s'.
10. Approval of the samples of various materials given by the Engineer-in-charge shall not absolve the Contractor/ Consultant from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The Contractor/ Consultant shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.
11. The contract rate of the item of work shall be for the work completed in all respects .
12. No collection of materials shall be made before it is got approved from the Engineer-in-charge.
13. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
14. Materials, if and when rejected by the Engineer-in-charge, shall be immediately removed from the site of work.
15. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage on overloading of the various components of the structure.
16. All work shall be carried out in a workmanlike manner as per the best techniques for the particular item.
17. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
18. The mode procedure and manner of, execution shall be such that it does not cause damage or over-loding of the various components of the structure during execution of after completion of the structure.

19. Special modes of construction not adopted in general Engineering practice, if proposed to be adopted by the Contractor/ Consultant, shall be considered only if the Contractor/ Consultant provides swatisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Engineer-in-charge shall not, however, absolve the Contractor/ Consultant of the responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
19. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the Contractor/ Consultant.
20. The Contractor/ Consultant shall be responsible for observing the rules and regulations imposed under the "Minor Minerals Act", and such other laws and rules prescribed by Government from time to time.
22. All necessary safety measures and precautions (including those laid down in the various relevent Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
21. The testing charges of all materials shall be borne by the Contractor/ Consultant.
24. Approval to any or the executed items for the work dose not in any way releive the Contractor/ Consultant of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

SPECIAL NOTE

- 1) The work shall be carried out strictly according to the specification given in Bombay Public Works Department Hand Book Vol.1 and 2 (The Latest edition) whenever applicable as directed by Executive Engineer.
- 2) The Work Shall have to be started by the Contractor/ Consultant as many places as ordered by the Executive Engineer.
- 3) If during excavation or carrying out of any item of the work, any electric pole, electric cable, telephone cables, telegraph cable, gas line, drain connection pipeline, water service pipeline, sewer main, water mains, etc. is/are charges for the same (as the case may be) decided by the electric company, gas Company, Government Authority or the Surat Municipal Corporation which ever may be.
- 4) The work should be carried out in workman like manner, and best skilled worker should be employed. If any defect in the work is found out the Contractor/ Consultant shall have to rectify within the time fixed by Executive Engineer. If he fails to rectify the defect Executive Engineer after giving due tender notice shall rectify the defect Executive Engineer after giving due notice shall rectify the defect at the risk and cost of Contractor/ Consultant.
- 5) All the work shall be done strictly according to the instruction of Executive Engineer.
- 6) No Compensation shall be paid if the work is stopped due to defective work or as per the instruction from Engineer_in_charge due to an reason.
- 7) The rates given in the schedule shall hold good for all works done under this contract without reference to quantities or location of work.
- 8) The Contractor/ Consultants are particularly directed to observe from the specification of what is to be included in the items and rates for the several portion of the work frame out all their rates for items accordingly.
- 9) The date of starting of the work is considered to be the date specified in the final work order.
- 10) If any clause of Arbitration is there in tender document is deleted here with.
- 11) The project under this tender may be executed under strict supervision of P.M.C. deployed by S.M.C. Contractor/ Consultant shall carry out the instruction of P.M.C.
- 12) Third party inspection shall be deployed by S.M.C.
- 13) The Contractor/ Consultant shall submit the advance Pour card in Prescribed form for the type of work which he planned to carry out with skilled/ unskilled labour deployed by him for the work.

Signature of the Contractor/ Consultant

Address:

Date :

Executive Engineer,
South Zone - A (Udhana)
Surat Municipal Corporation

SURAT MUNICIPAL CORPORATION
SOUTH ZONE - A (UDHANA)

Name of Work : Consultancy service for structural inspection, testing, and preparation of structural assessment reports for H-15 Awas (Building : C-8 to C-141), T.P. Scheme No.54 (Bhestan), F.P No.1, in the South zone area of Surat Municipal Corporation, Surat.

I/ WE the undersigned do hereby tender for carrying out of work described in schedule below subject to the conditions annexed.

Should this tender be accepted I/ We hereby agree to abide and to fulfill all the terms and provisions of specification and conditions of contract annexed hereto so far as the applicable and in default thereof to forfeit and pay to the Municipal Corporation the sums of Money mentioned in the conditions.

The Earnest money deposited by me/ us with the tender may be forfeited to the said Municipal Corporation should I/We not deposit the full amount of security deposit, in accordance with clause (1) of the said conditions of contract and enter into agreement within specified time. Otherwise said sum of Rs.3,000.00 shall be retained by the Surat Municipal Corporation towards account of such security deposit as foresaid

Signature of the Contractor/ Consultant
Address :

DESTRUCTIVE TESTING PROCEDURE STANDARD (DTPS):

DTPS -1:

CORE CUTTING TEST (CONCRETE CORE TEST)

Providing, extracting and testing concrete core samples to determine in-situ compressive strength of concrete as per relevant IS standards, including marking locations, core drilling, sample handling, trimming, testing, reporting, including all lead, lift, scaffolding, consumables, and necessary equipment, complete as directed by E.I.C.

A. Scope and Purpose

- To determine the actual in-situ compressive strength of hardened concrete.
- To assess the quality and integrity of existing concrete structures.
- To verify strength in case of doubtful cube test results or poor workmanship.
- To evaluate deterioration, cracks, voids, honeycombing, or defects.
- To provide data for structural assessment, retrofitting, or rehabilitation works.

B. Applicable Standards

- IS 516 : 1959 – Method of Tests for Strength of Concrete
- IS 456 : 2000 – Plain and Reinforced Concrete
- IS 1199 (relevant sections if applicable)
- ASTM C42 (for reference, if required)

C. Principle of Test

- A cylindrical core is extracted from hardened concrete using a rotary core cutting machine.
- The core is then trimmed, capped, and tested under compression testing machine (CTM).
- The compressive strength is calculated as:

Where:

- f_c = Compressive strength (MPa)
- P = Failure load (N)
- A = Cross-sectional area (mm²)
- The measured strength represents the actual in-place concrete strength, which may differ from cube strength due to field conditions.

$$f_c = \frac{P}{A}$$

D. Apparatus

- Core Cutting Machine (Diamond Core Drill)
- Diamond Core Bits (generally 50 mm, 75 mm, 100 mm diameter)
- Compression Testing Machine (CTM)
- Vernier Caliper / Measuring Scale
- Core Trimming Machine / Cutter
- Capping Equipment (Sulphur mortar / neoprene caps)
- Water supply system for drilling
- Marking tools and layout equipment
- Sample identification tags and containers

E. Procedure

Core Extraction

- Identify and mark test locations as per engineer's instructions.

- Ensure no major reinforcement is damaged (use rebar scanner if required).
- Drill core using rotary core cutter perpendicular to surface.
- Maintain continuous water flow to avoid overheating.
- Extract core carefully without inducing cracks.

Sample Preparation

- Measure diameter and length of core.
- Trim ends to make them plane and perpendicular to axis.
- Maintain length-to-diameter (L/D) ratio between 1.0 to 2.0.
- Cap the ends properly for uniform load distribution.

Testing

- Place the core centrally in CTM.
- Apply load gradually without shock.
- Record maximum load at failure.

Calculation

- Calculate compressive strength.
- Apply correction factors for L/D ratio if required.

F. Acceptable Criteria

Core Strength Relative to Grade	Acceptance
$\geq 85\%$ of characteristic strength	Acceptable
75% – 85%	Conditional acceptance
$< 75\%$	Not acceptable

Note :

- Minimum 3 cores per location recommended.
- Decision should be based on average strength.

G. Influence of Test Conditions

Effect of Core Size

- Smaller diameter cores give lower strength values.
- Minimum recommended diameter: 75 mm or 100 mm.

Effect of L/D Ratio

- Ideal ratio = 2.0
- Lower ratios require correction factors.

Effect of Moisture Condition

- Wet cores generally show lower strength than dry cores.

Effect of Reinforcement

- Presence of steel may affect results if included in core.

Effect of Drilling Damage

- Improper drilling may induce micro-cracks, reducing strength.

H. Precautions

Before Testing

- Select representative locations
- Avoid drilling near edges and joints

- Ensure machine alignment

During Testing

- Maintain steady drilling speed
- Ensure continuous water cooling
- Avoid vibration and impact

After Testing

- Handle cores carefully
- Store samples properly before testing
- Record all observations accurately

I. Safety Consideration

- Use PPE: helmet, gloves, goggles, safety shoes
- Ensure electrical safety during machine operation
- Provide proper scaffolding for height work
- Avoid water contact with electrical connections
- Secure drilling area to prevent accidents

J. Operator Qualifications

- Skilled technician trained in core cutting operations
- Knowledge of concrete behaviour and testing standards
- Experience in handling CTM and drilling equipment
- Understanding of IS codes and correction factors
- Ability to interpret results

K. Environment Conditions

Surface Condition

- Clean and stable surface required
- Avoid loose or damaged areas

Temperature

- Normal ambient temperature preferred
- Avoid extreme heat conditions

Moisture Condition

- Note whether sample is wet or dry

Weather Conditions

- Avoid heavy rain during drilling
- Protect equipment from water exposure
-

L. Mode of Measurement

Note:- Samples (Failed samples) which is not use for testing are not counted for payment.

- Measured in: Number of Core Samples (Nos.)
- Each test includes:
 - Core extraction
 - Preparation
 - Testing
- Report includes:

- Individual strength
- Average strength
- Acceptance evaluation

Sr No.	Location	Dia (mm)	Length (mm)	L/D Ratio	Observed Strength (MPa)	L/D Factor	Dia Factor	Corrected Strength (MPa)	Equivalent Cube Strength (MPa)
1	Column C1	75	150	2.0	25.0	1.00	1.05	26.25	32.81
2	Beam B1	75	120	1.6	22.0	0.96	1.05	22.18	27.73
3	Slab S1	75	100	1.33	20.0	0.93	1.05	19.53	24.41

DTPS -2:

Providing and filling core holes after extraction with approved non-shrink grout or micro-concrete, including surface preparation, application of bonding agent, proper compaction, curing, and finishing to match existing concrete surface, complete as directed by Engineer-in-Charge.

A. Scope

This item covers repair and restoration of holes created during core extraction for NDT testing, ensuring structural integrity and surface finish matching existing concrete.

B. Material Requirements

Holes shall be filled using:

- Non-shrink grout (cementitious / polymer modified)
- Micro-concrete (flowable / self-compacting type)

Material shall:

- Be non-shrinking and crack-free
- Have compressive strength equal to or greater than parent concrete
- Be suitable for vertical / overhead applications
- Comply with relevant IS specifications

C. Surface Preparation

- Clean the core hole thoroughly
- Remove loose particles, slurry, and dust
- Roughen surface if required
- Apply bonding agent (epoxy/cement slurry) before filling

D. Application Procedure

- Place grout/micro-concrete in layers (if required)
- Ensure:
 - Proper compaction
 - No air voids
- Finish flush with surrounding surface
- Maintain proper curing (minimum 7 days or as per manufacturer)

E. Finishing

- Surface shall be:
 - Smooth and level
 - Matching adjacent concrete finish
- No visible cracks, shrinkage, or segregation

F. Quality Control

- Visual inspection for:
 - Proper filling
 - Surface finish
- Ensure no leakage or void formation

G. Mode of Measurement

- Measured in: Number of Core Holes Repaired (Nos.)

H. Rate Includes

- Material (non-shrink grout / micro-concrete)
- Surface preparation
- Bonding agent
- Labour, tools, curing
- Complete finishing

Unit: Nos.

DTPS -3:

- **To prepare photographic documentation of existing condition of the structure, provide general observations about structural condition of the Building based on visual Inspection and testing**
- High-resolution digital photographs of all defects, test locations, and representative members, properly labeled and indexed.
- Preparation of inspection notes and photographic record in report format.
Conducting Non-Destructive Testing (NDT) of structural members to assess in-situ strength, durability, and integrity, including: (Separate item)
- Rebound Hammer Test (IS 13311 Part 2 / ASTM C805).
- Ultrasonic Pulse Velocity Test (IS 13311 Part 1 / ASTM C597).
- Half-Cell Potential Test for reinforcement corrosion (ASTM C876).
- Core sampling and compressive strength testing (IS 516), if required.

Deliverables:

- Photographic documentation report.
- Tabulated test results with interpretation.
- Structural condition assessment report.
- Recommendations for rehabilitation measures.

Unit of Measurement: Lump Sum (LS)/ for one building

Note:- Structure condition assessment report only as per guided by engineer in charge and only as per sample report attach here with for ready reference and no deviation in sample report are allowed, if any addition in this report necessary approval need from engineer in charge.

Sample Report:

Structural Condition Assessment Report

OWNER : SURAT MUNICIPAL CORPORATION



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COMPLETE STRUCTURAL AUDIT REPORT

(For R.C.C Frame Building – Institutional – School Building G+1)

Building Name:

Location:

Client: Surat Municipal Corporation

Year of Construction:

No. of Story's:

Date of Inspection:

Prepared By:

License Numbers: -

1. EXECUTIVE SUMMARY

- **Building age –**
- **Structural system** - RCC frame system, Load bearing.
- **General condition rating** - Class 2 – Patch repair
(As per Repair & Rehabilitation of R.C.C Building by C.P.W.D Handbook)
- **Major distress observed -**
No major structure distress except developing cracks in beam and column.
- **Immediate safety concern?** - No
- **Overall Risk Category** – Moderate
As minor structural cracks are observed and dampness as well as seepage is observed it falls under Class 2 category of repair i.e. is patch repair.
- **Recommendation summary**
 - (1) Visually School Building seem to have structure distress and major as well as minor cracks are seen in Column number – 1, 2, 3, 4, 8, 10, 18, 22, 28, 32, 33, 36 and beam number – 18, 20, 21, 22, 23, 24, 26, 27, 28, 48, 59, 60, 62 .
 - (2) Terrace column recasting and terrace water proofing are required.
 - (3) Sanitary area requires repairing.
 - (4) The NDT results, evaluated as per IS 13311 (Part 1 & 2) and IS 516 (Part 5): 2018, are found to be below the permissible limits, indicating poor concrete quality.
Considering the structural condition of School Building /Limited NDT results of Ground Floor and First Floor age of the School Building is approximately 16 years.

2. BUILDING INFORMATION

2.1 General Details

Occupancy Type -

No. of Floors -

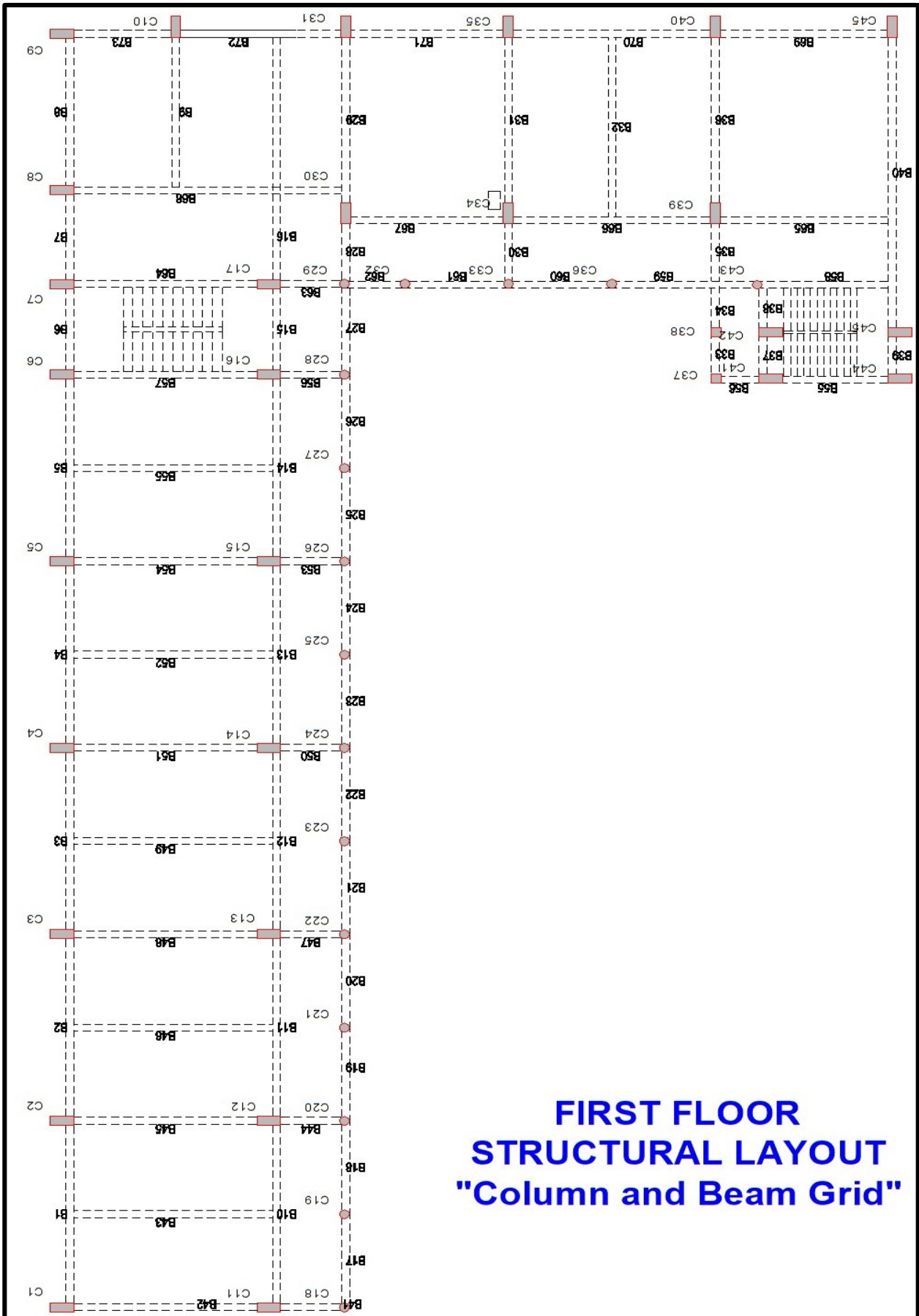
Structural System - RCC Framed Structure

Foundation Type - As no details of drawings are available assuming isolated footing.

Year Built -

Renovation History - **Documents Available**

- Structural drawings - Not available /Available
- Architectural drawings - Not available /Available
- Soil reports - Not available /Available
- Previous audit reports - Not available /Available
- Maintenance records - Not available /Available
- As and made drawings - Not available /Available



3. SCOPE OF AUDIT

The audit includes visual inspection of accessible structural components and limited Non-destructive testing conducted at selected locations. Concealed structural elements were not exposed unless specifically stated. Scope includes:

- Visual inspection – Yes
Visual inspection of ----- Building to determine the present structural condition of various structural elements as a whole.
- Crack mapping – Yes
- Rebound hammer test - Yes
- Ultrasonic pulse velocity (UPV) - Yes
- Cover meter survey - Yes
- Core test (if conducted) – Yes

4. METHODOLOGY

1. Floor-wise inspection conducted
2. Cracks measured using crack gauge
3. Photographic documentation
4. NDT performed at representative locations
5. Interaction with occupants (School Principal as well as Teachers)

5. VISUAL INSPECTION OBSERVATIONS

5.1 Foundation Level

- Settlement observed - No
- Plinth cracks - No
- Water logging - No

- Vertical cracks



Vertical crack in Column C2 at ground floor
floor



Vertical crack in Column C4 at ground



Vertical crack in Column C1 at ground floor
floor



Vertical crack in Column C3 at ground



Vertical crack in Column C29 at first floor



Vertical crack in Column C43 at first floor



Vertical crack in Column C21 at ground floor



Vertical crack in Column C18 at first floor

- Spelling of concrete



Spelling of concrete at Beam 18 First Floor



Spalling of concrete in classroom 7 Ground Floor



Spalling of concrete in Classroom 3 First Floor



Spalling of concrete in Classroom 5 First Floor

5.3 Beams

Flexural cracks



Flexural Crack in Beam 60 at Ground Floor



Flexural Crack in Beam 61 at Ground Floor



Flexural Crack in Beam 19 at First Floor



Flexural Crack in Beam 22 at First Floor

5.4 Slabs and Walls

- Dampness & Seepage



Dampness & Seepage in parab at Ground Floor



Dampness & Seepage in parab at Ground Floor



Dampness & Seepage in parab at Ground Floor



Dampness & Seepage in G.Washroom at Ground Floor

- Wall cracks

Shrinkage cracks, Thermal cracks, Settlement cracks (minor), Plaster cracks, Crazeing cracks, Expansion and Contraction cracks, Moisture movement cracks, Chemical reaction cracks



s in wall in Classroom 1 Ground Floor



Crack
Cracks in wall in Classroom 1 Ground Floor



Diagonal Crack in wall in Classroom 2 Ground Floor



Vertical Crack in wall in Classroom 5

- Outer Wall Seepage, Dampness, R.W.P



Terrace

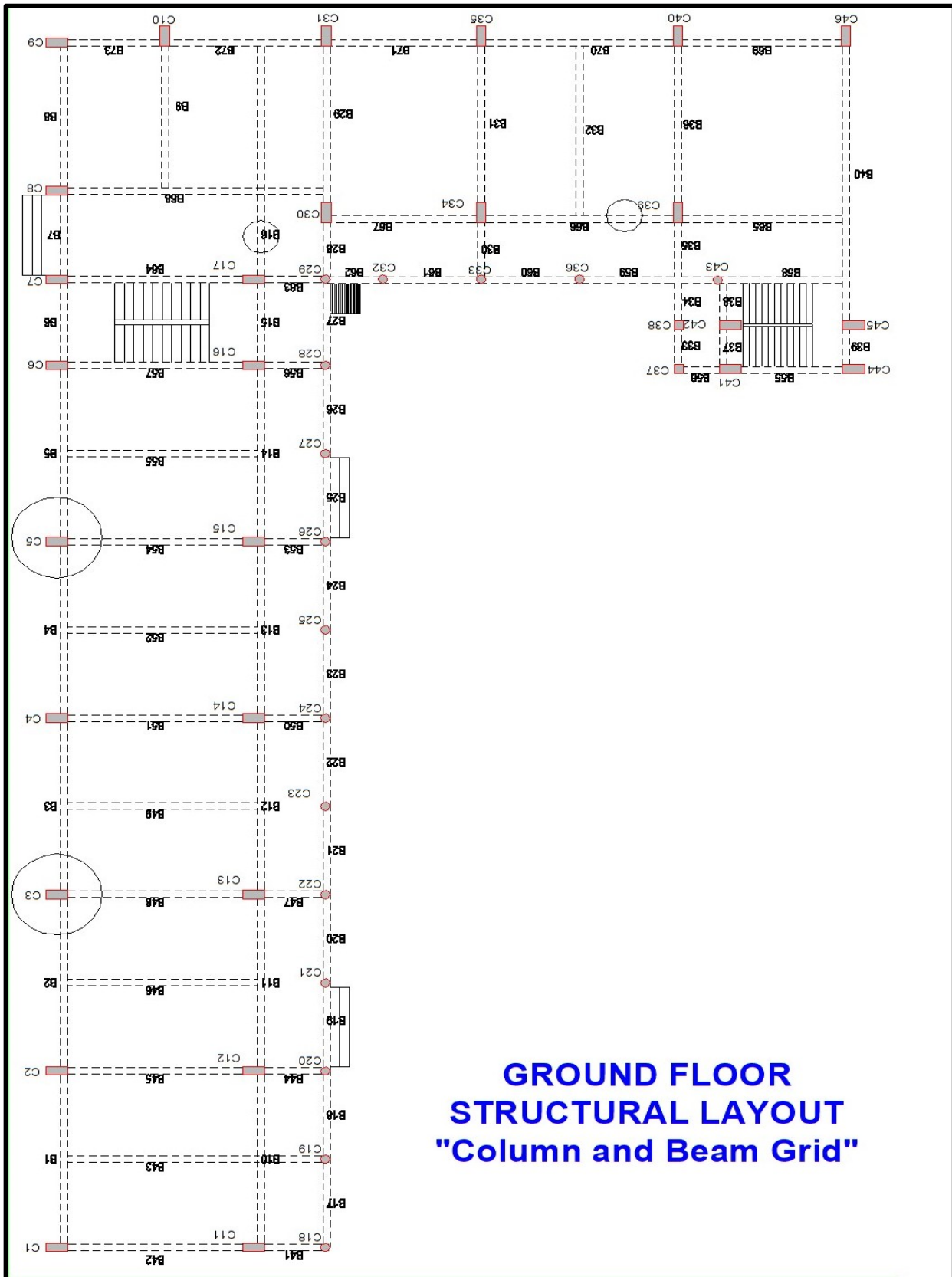
Waterproofing failure, Corrosion in Column, Parapet Column



6. CRACK CLASSIFICATION

Crack Width	Classification	Structural Significance
< 0.3 mm	Hairline	Usually non-structural
0.3 – 1 mm	Moderate	Needs monitoring
> 1 mm	Severe	Structural evaluation required

7. NDT RESULTS



- NDT Locations

Name of Client :

Grade of Concrete :

Age of Building =

DT:-11-03-2026

Sr No.	Location Floor	Place of Test Point	Element size (mmxmm)	Element Edge (Shorter/Longer)	Element Location (Top/Center/Bottom)	REBOUND HAMMER (Results)												Carbonation correction factor	Approximate Compressive Strength after	
						Rebound Number				Average	Rebound Number					Average Degree	Compressive Strength			
						Rebound Number					Rebound Number						kg/cm2			N/mm2
						(1/6)	(2/7)	(3/8)	(4/9)		(5/10)	(1/6)	(2/7)	(3/8)	(4/9)					
1	GROUND FLOOR	C1			Center	28	28	28	30	28	28.40	28	28	28	30	28	235.71	23.10	14.32	
2	GROUND FLOOR	C2			Center	28	30	26	28	30	32.40	28	30	26	28	30	298.98	29.30	18.17	
3	GROUND FLOOR	B1			Center	34	30	36	32	34	32.40	34	30	36	32	34				
4	GROUND FLOOR	B2			Center	32	34	30	32	30	35.60	32	34	30	32	30				
5	FIRST FLOOR	C1			Center	32	34	40	38	36	34.60	32	34	40	38	36	359.18	35.20	21.12	
6	FIRST FLOOR	C2			Center	32	36	40	36	32	34.60	32	36	40	36	32				
7	FIRST FLOOR	B1			Center	36	30	40*	40*	38	33.40	36	30			38	346.94	34.00	20.40	
8	FIRST FLOOR	B2			Center	36	34	32	30	30	33.40	36	34	32	30	30				
9	FIRST FLOOR	C1			Center	32	32	34	36	28*	33.40	32	32	34	36					
10	FIRST FLOOR	C2			Center	30	30	40*	38	34	34.40	30	30			38	313.78	30.75	18.45	
11	FIRST FLOOR	B1			Center	38	30	30	30	32	34.40	38	30	30	30	32	217.35	21.30	13.21	
12	FIRST FLOOR	B2			Center	38	42*	28*	38	38	33.00	38				38				
13	FIRST FLOOR	B1			Center	36	38	30	36	28	33.00	36	38	30	36	28	311.23	30.50	18.30	
14	FIRST FLOOR	B2			Center	34	30	36	30	32	31.00	34	30	36	30	32				
15	FIRST FLOOR	B1			Center	28	22*	32	32	24*	31.00	28					329.08	32.25	19.35	
16	FIRST FLOOR	B2			Center	36	36	36	32	32	31.00	36	36	36	32	32				

Note: 1) #: The average of these readings after deleting outliers as per IS 8900 : 1978.

2) Ref. Test Method/Code: IS 13311 (Part-02)-1992 for Rebound Hammer.

3) The Carbonation correction factor as per multiple correction factor suggested by Rebound Hammer.

4) "" indicates results which are discarded while calculating average value.

--- End of Test Report ---

Note: 1) : This test report and results relate to the particular element of tested at specific location.

2) : This report results are not supposed to use for publicity.

3) : Any correction invalidates this Test Report.

Name of Client :

Grade of Concrete :

Age of Building =

Sr No.	Location Floor	Place of Test Point	Element size (mmxmm)	Element Edge (Short er/ Longer)	Elem ent Lengt h/ Heigh t (mm)	Point Height From Botto m	Element Location (Top/Ce nter/Bot tom)	UPV (Results)						Carbo nation Depth as per mm
								Method Applied	Length	Transi t Time	Pluse Velo city	Pluse Velo city Correct	Concret e Quality Grading	
									mm	microsec	km/sec	km/sec		
1	GROUND FLOOR	C1			10' 0"		Center	DIRECT	300	160.00	1.875	2.375	Doubtful	25
2	GROUND FLOOR	C2			10' 0"		Center	DIRECT	300	152.00	1.973	2.473	Doubtful	20
3	GROUND FLOOR	B1			10' 0"		Center	DIRECT	300	165.00	1.818	2.318	Doubtful	30
4	GROUND FLOOR	B2			10' 0"		Center	DIRECT	300	183.00	1.637	2.137	Doubtful	32
5	FIRST FLOOR	C1			10' 0"		Center	DIRECT	400	160.00	2.800	3.300	Doubtful	23
6	FIRST FLOOR	C2			10' 0"		Center	DIRECT	400	166.00	2.400	2.900	Doubtful	5
7	FIRST FLOOR	B1			10' 0"		Center	DIRECT	400	151.00	2.847	3.147	Doubtful	15
8	FIRST FLOOR	B2			10' 0"		Center	DIRECT	400	327.00	1.224	1.724	Doubtful	10

Following remarks are applicable for 'Direct Method' as per IS 13311 (Part 1): 1992

1. Velocity below 3.50 km/sec indicates 'DOUBTFUL' quality concrete (for $\leq M25$).
2. Velocity between 3.50 to 4.50 km/sec indicates 'Good' quality concrete (for $\leq M25$).
3. Velocity above 4.50 km/sec indicates 'EXCELLENT' quality concrete (for $\leq M25$).

--- End of Test Report ---

The test results are issued with specific understanding that Er.Hiren G Desai will not be involved in any action following the Technical/legal interpretation of test results.

Note: 1) : This test report and results relate to the particular element of tested at specific location.

2) : This report/results are not supposed to use for publicity.

3) : Any correction invalidates this Test Report.

4) : The test results shall not be reproduced in part.

BASIC DATA AND CONSIDERATIONS

For a Building Constructed in year 2009, the grade of concrete is considered M20.

- 1) Concrete Mix specified during construction= M20 (assumed as per prevailing practice)
- 2) Permissible limit for average strength of concrete = $0.85 \times 20 = 17 \text{ N/mm}^2$.

(IS 456: 2000, Cl. No. 17.4.3, Page no. 30)

- 3) Permissible limit for concrete strength of individual member = $0.75 \times 20 = 15 \text{ N/mm}^2$.

(IS 456: 2000, Cl. No. 17.4.3, Page no. 30)

No. of Reading Taken

	Rebound Hammer (No. of Points)	Ultrasonic Pulse Velocity (No. of Points)	Core (No. of Points)
Ground Floor			
Column	2	2	2
Beam	2	2	2
First Floor			
Column	2	2	2
Beam	2	2	2

Average of predicted equivalent cube strength of concrete

	Compressive Strength in N/mm^2 based on Rebound Hammer	Quality of Concrete based on Ultrasonic Pulse Velocity	Compressive Strength in N/mm^2 based on Core
Ground Floor			
Column	16.24	Doubtful	13.62
Beam	20.76	Doubtful	20.18
First Floor			
Column	20.38	Doubtful	20.60
Beam	26.16	Doubtful	20.00
Note 1:-Whenever value of rebound number observed is less than 20; strength of concrete was assumed as 7.5 N/mm^2			
Note 2:-For averaging purpose, cores that disintegrated during drilling / extraction were assumed to have strength of 7.5 N/mm^2			

Number of individual results below permissible limit.

	Rebound Hammer No. (%)	Ultrasonic Pulse Velocity No. (%)	Core No. (%)
Ground Floor			
Column	1 (50.00%)	2 (100.00%)	2 (100.00%)
Beam	0 (00.00%)	2 (100.00%)	0 (00.00%)
First Floor			
Column	1 (50.00%)	2 (100.00%)	1 (50.00%)
Beam	0 (00.00%)	2 (100.00%)	1 (50.00%)

Minimum observed strength of concrete in individual member based on different test results.

	Minimum observed Compressive Strength in N/mm² based on Rebound Hammer	Minimum observed Ultrasonic Pulse Velocity in km/s	Minimum observed Compressive Strength in N/mm² based on Core
Ground Floor			
Column	14.32	2.375	12.60
Beam	20.40	2.137	19.12
First Floor			
Column	13.21	2.900	12.87
Beam	18.30	1.724	18.82

1. Test locations are selected based on structural member's locations, possibility to conduct NDT test.
2. Also, severely damage members are not been selected for NDT.

7.1 Rebound Hammer Test

- 25 MPa → Good
- 15–25 MPa → Moderate
- < 15 MPa → Poor

7.2 UPV Test

Velocity (km/s)	Concrete Quality
> 4.0	Excellent
3.0–4.0	Good
2.0–3.0	Medium
< 2.0	Poor

8. STRUCTURAL ADEQUACY REVIEW (If Drawings Available)

- Check beam capacity vs assumed loads
- Check column axial capacity
- Check slab thickness adequacy
- Check seismic detailing (if possible)

If not available then Clearly state:

Structural capacity verification could not be carried out due to non-availability of structural drawings.

9. CONDITION RATING

Component	Condition	Risk Level
Columns	Moderate	Medium to high
Beams	Good	Low to medium
Slabs	Not verified	Assumed Low to medium
Foundation	Not verified	Assumed Low to medium

10. DEFICIENCIES IDENTIFIED

Dampness and Seepage

- Sever Dampness and Seepage were observed on internal surface of peripheral external walls.
- Seepage also found passage and classroom slabs in classroom.
- Due to cracked or improper drainage/ Water supply/ Rainwater lines, Leakage was observed a few locations.
- Clamps holding service lines found damaged and misplaced at few locations in the Building.

Likely cause

- This is due to poor quality of external plaster, cracking in external walls, absence or poor quality of weatherproof exterior paint and no or poor subsequent maintenance routine.
- Inefficient and improper installation of drainage/ rainwater/ water supply lines.
- Subsequent alteration in drainage/ rainwater/ water system.
- No or Poor maintenances of Service lines.

Effect on building/structure

- This leads to Deterioration structural and Non-structural members, and will decrease the strength and structural integrity of respected members and building as a whole.
- Due to inefficient and improper service lines, dampness/seepage/leakage will occur through structural as well as non-structural members, which will result in deterioration of R.C.C. members/non-structural members and unhygienic condition.

Non-Structural Cracks

- Horizontal and Vertical separation cracks found between masonry and R.C.C. elements at many places.
- Damages in floor was found at second floor.
- Vertical and diagonal Cracks in wall were found at many locations over the building.
- Cracks were observed at corner and top of openings in wall like, windows and doors.
- Separation cracks found between wall and lintel at left side elevation of the building.

Likely Causes

- Due to poor construction practice in terms of poor quality of material, workmanship or inadequate or absence of R.C.C. sills and lintels around opening, deflection and deformation of R.C.C. members due to inadequate strength/quality.
- Not providing chicken mesh at all joints between brickwork and R.C.C. elements, etc.

Effects on building/structure

- These cracks in seal/lintel/wall leads to rainwater penetration to inside surface of the building and in R.C.C. elements, which leads to corrosion of rebars and deterioration of non-structural member's and affects their performance.
- If not immediately attended, deterioration of structural and non-structural elements will be very fast.

Moderate Cracks

- Minor cracks and minor spalling of cover concrete were observed in few of elements.
- Vertical cracks were found in few columns at ground floor and terrace floor.
- Damage in cover concrete found at few locations.
- Flexural cracks were found in few beams at ground floor as well as first floor.
- In general, structural condition of R.C.C. members were found to be good.

Likely Cause

- This is may be due to poor quality concrete and rebars, poor construction practice in terms of W/C ratio, inadequate compaction, inadequate covers to rebars, inadequate curing etc.
- Inadequate maintenance regime after completion of construction.

Effects on building/structure

- Cracks in R.C.C. elements results into deterioration of R.C.C. member's strength and building as a whole.
- On absence of prompt repairing/strengthening member, the further deterioration will be fast.
- Load carrying capacity under normal gravity as well as under lateral loads has substantially decreased due to such damage and deterioration.
- If proper actions are not taken it will further have deteriorated the performance of these RCC members and building as a whole.

11. RECOMMENDATIONS

Immediate (0–3 Months)

- Repair spalled concrete
- Structural strengthening if require
- Monitor cracks.

Short Term (6–12 Months)

- Waterproofing terrace
- Crack injection
- Retrofit weak beams/columns.
- Track crack growth.
- Annual NDT & inspection.

Long Term

- Plan rehabilitation / Retrofit.
- Replace corroded members.
- Periodic inspection every 2 years
- Get Structure Assessment audit report from structure engineer every 5 years.

12. CONCLUSION

Considering the Structural condition of building / NDT results of Ground + 1 story building without open ground floor with 9” outer and 4.5” partition all throughout the height and age of the building (Approximately 16 years), My opinion is as under.

[A] This building being Education building (----building) , comes under important building category as per latest earthquake code IS 1892:2016.

[B] The present structure will not satisfy current IS code provisions of IS 456: 2000 (Plain and Reinforced Concrete – Code of Practice) as well as IS 1893: 2016 (Criteria for Earthquake Resistant Design of Structures) and IS 13920: 2016 (Ductile Design and Detailing of Reinforced Concrete Structures Subjected to Seismic Forces- Code of Practice) and may be seismic load provisions of relevant IS code prevailing at the time of construction.

[C] As per visual inspection Building Plumb need to be done at site so if any tilt or settlement can be measure.

[D] In my opinion, Retrofitting and Strengthening the building to satisfy current and latest Codal provisions (IS: 456:2000 and in particular seismic provisions of IS: 1893:2016 and IS: 13920:2016) is costly proposition considering the age, future useful life and cost involved. The **Structural repair / Retrofit cost involved will be Rs. 650 to 850 per sq.ft**

[E] Still, if it is required and decided to continue its use after repairing then following minimum measures are to be carried out at the earliest by Technically qualified and Experienced Contractor/ Consultant as per the details and instruction and under Supervision from Competent panel structural engineer of SMC to make it safe under normal gravity loading condition for next 7 to 10 years. (This will involve the cost about Rs. 400 to 500 per sq.ft.)

1. All R.C.C Elements which are in distressed and damaged condition should be Repaired / Strengthened.

2. All deteriorated outside as well as inside plaster needs to be removed and re-plaster with proper treatment.
3. All structural and non-structural cracks to be properly filled after necessary remedial measures to root cause.
4. All damaged and faulty plumbing, drainage and rain water disposal network shall be removed and redone by qualified and licensed plumber in scientific way.
5. All damaged masonry walls should be repaired with necessary measures.
6. Entire top surface of terrace waterproofing shall be redone with proper slope and vata with china mosaic as top finish.
7. Removal of all vegetation growth with necessary preventive treatment and also beside big old tree need to be trimming every year.
8. Exterior good quality Weatherproof (Anti carbonation) painting shall be applied having minimum 7 years guarantee of color and against the dampness. Also, good quality interior paint with Damp proof / Efflorescence treatment shall also be applied. M.S grill and door windows shall be painted with good quality epoxy paint with Epoxy primer.
9. Damaged and misaligned doors and windows shall be repaired and necessary fixtures shall be replaced.
10. New PVC Tanks shall be placed over 230 mm thick concrete pedestal.
11. R.C.C Coping with protection on both side shall be provided over masonry parapet wall.
12. Plinth protection treatment shall be done at ground floor whole surrounding areas.
13. Toilet sunk water proofing shall be redone.
14. The Building need to be structurally audited every five years.
15. The Building need to be maintained regularly.
16. No addition and alteration affecting structural safety and integrity of building shall be made without consultation of structure engineer.

13. VALIDITY

This assessment is valid for 5 years approx., Subject to maintenance and absence of structural modifications.

14. LIMITATIONS

- Concealed elements not exposed
- Foundation not excavated
- Material properties assumed
- No load testing performed

- Half-cell potential test not performed
- No drawings provided (Structural as well as Architectural)
- No soil reports provided
- No Previous audit reports nor Maintenance records were provided.
- No details provided about the additional staircase constructed.

15. ANNEXURES

- Photographs (numbered)
- NDT reports
- Test certificates
- Drawings (as and made drawing)
- Site visit attendance sheet

Sr No.	Date	Name of Staff	Designation	Contact No.	Signature

- To prepare photographic documentation of existing condition of the structure, provide general observations about structural condition of the Building based on visual Inspection and testing
- High-resolution digital photographs of all defects, test locations, and representative members, properly labeled and indexed.
- Preparation of inspection notes and photographic record in report format. Conducting Non-Destructive Testing (NDT) of structural members to assess in-situ strength, durability, and integrity, including: (Separate item)
- Rebound Hammer Test (IS 13311 Part 2 / ASTM C805).
- Ultrasonic Pulse Velocity Test (IS 13311 Part 1 / ASTM C597).
- Half-Cell Potential Test for reinforcement corrosion (ASTM C876).
- Core sampling and compressive strength testing (IS 516), if required.

Deliverables:

- Photographic documentation report.
- Tabulated test results with interpretation.
- Structural condition assessment report.
- Recommendations for rehabilitation measures.

Unit of Measurement: Lump Sum (LS)/ for one building

Note:- Structure condition assessment report only as per guided by engineer in charge and only as per sample report attach here with for ready reference and no deviation in sample report are allowed, if any addition in this report necessary approval need from engineer in charge.

