

**SURAT MUNICIPAL CORPORATION
SOUTH WEST (ATHWA) ZONE**



**NAME OF WORK : ITEM RATE TENDER FOR CLEANING UNDER GROUND
WATER SUMP USED FOR SUPPLYING WATER IN BHIMPOR,
SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN
SOUTH WEST(ATHWA) ZONE,SURAT.**

**E-TENDER(ONLINE) NOTICE NO. Dy. Commissioner/S.W.(A)Z /No.01/26-27
WORK NO.20**

VOLUME-I : TECHNICAL BID

DOWNLOAD OF TENDER DOCUMENTS FROM Website Smc.Nprocure.Com	:	From Dt. 22/06/2026 to 07/07/2026 upto 18.00 hrs.
Date Of Pre-Bid Conference	:	Not Applicable
LAST DATE OF SUBMISSION OF ONLINE TENDER (Soft Copy)	:	On or Before 07/07/2026 upto 18.00 hrs
On line submission (Last Date)	:	Dt. 07/07/2026 upto 18.00hrs.
Submission of Tender fee, EMD, in hard copy.	:	Dt.16/07/2026 upto 18:00 Hrs. in sealed cover stricly by Speed Post/R.P.A.D to Chief Accountant, Surat Municipal Corporation, Muglisara, Surat - 395003
Opening of Online technical bid	:	On Dt. 08/07/2026 11.00 hrs.
Tentative Price Bid Opening	:	On Dt.17/07/2026 11.00hrs.
Estimated Amount	:	----
E.M.D.	:	Rs.5,000.00
Document Fees	:	Rs.1062.00
Class	:	Experience of Similar Works

TENDER TO BE SUBMITTED TO:
THE CHIEF ACCOUNTANT,
SURAT MUNICIPAL CORPORATION, MUGLISARA
SURAT – 395 003.

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

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SURAT MUNICIPAL CORPORATION

1.0 NOTICE INVITING TENDER

(A) RECEIPT AND OPENING OF TENDER :

Online Tenders will be received from the established and reliable contractors on or before 24.00 hours From **22/06/2026 to 07/07/2026** upto 18.00 hrs. on website smc.nprocure.com. The tender received after due time and date specified will not be accepted.

ITEM RATE TENDER FOR CLEANING UNDER GROUND WATER SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GAMTAL AREA IN SOUTH WEST (ATHWA) ZONE, SURAT.

1. ESTIMATED COST : **ITEM RATE TENDER**
2. EARNEST MONEY DEPOSIT : **RS. 5,000.00**
3. TIME LIMIT : **12 (Twelve) Months (including monsoon)**
4. Document Fee : **Rs.1062.00/-(including CGST 9% + SGST 9%)**
5. Registration required : **Similar Works experience**

(C) OPENING OF TENDERS :

The tenders will be opened online in presence of bidders and opening authority subject to receipt of Tender Fees, EMD and other **Documents in hard copy electronic format only through online (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 smc.nprocure.com **From 22/06/2026 to 07/07/2026** upto 18.00 hrs.

Tender documents fees of **Rs.1062.00/-(including CGST 9% + SGST 9%)** 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 along with EMD and other documents in **electronic format only through online (by scanning)**. 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.

(E) CONTRACT PERIOD :

The total contract period is hereby fixed as 12 (TWELVE) months from the **15th Day** of issuance of work order.

Please mention GST number & PARTY CODE back side of hard copy of Tender fee & EMD document, if fail to do so S.M.C. will not be responsible.

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

- (a) All tenders must be submitted in the prescribed Tender form.
- (b) Each Tender must be accompanied by the completion Schedule.
- (c) Each tender must be accompanied by the Tender Security (Earnest Money Deposit) **RS. 5,000.00**
- (d) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.
- (e) The successful Tenderer will be required to furnish a performance bond (Security Deposit) of and amount equal to (2%) Two percent of the tendered amount.
- (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
- (g) The Surat Municipal Corporation may withhold issuance of the Notice of proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
- (h) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (i) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (j) **All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.**
- (k) **Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll.**

(G) RECEIPT OF TENDER DOCUMENTS :

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

- a.Document fees and EMD Details
- b.Commercial Bid
- c.Pan card
- d.GST Registration

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

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

Demand Draft for E.M.D & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & Tender fee is received electronically. However for the purpose of relization of D.D bidder shall send the D.D in original through RPAD/ speed post so as to reach to Account department (Main Office) within 7 days from the last date of uploading. Penaltativeaction for not submitting D.D in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration & cancellation of E-Tendering code for 1 year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) and electronic format only through online (by scanning) will not be accepted separately.

(H) Tender Validity Period :

The validity period of the tender submitted for this work shall be of one hundred twenty (120) calendar days from date of opening of the price bid 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.

Executive Engineer,
South West (Athwa) Zone
Surat Municipal Corporation ,

Signature of the Contractor.

ANNEXURE-B

- E.M.D & Tender fee shall be submitted in **electronic format only through online** (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer/ tenders of those Tenderes whose E.M.D. & tender fee is received electronically, shall be opened. However for the purpose of relization of E.M.D & Tender fee, bidder shall send the E.M.D as well as the Tender fee in required format in original through RPAD/ speed post so as to reach to Account department (Main Office) within 7 days from the last date of submission of price bid. uploading. Punitive action shall be initiated for non submission of E.M.D & Tender fee in originalto Account Department (Main Office) by bidder including abeyance of registration & cancellation of E-Tendering code for one year. All documents in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately.
- All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the documents must be notarised with clearly displaying stamp, number and name of the notary.

"Following Documents shall only be submitted in HARD COPY to Surat Municipal Corporation by all bidders."

- Earnest money Deposit as mentioned in the tender. (i.e. D.D/Pay Order)
- Tender Fees as mentionesd in the tender

ANNEXURE-I TO II FOR PRE-QUALIFICATION
TO BE FILLED IN BY TENDERER
ANNEXURE-I (NOT APLLICABLE)

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

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

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

Please Fill above details attached separate sheet.

Signature of the Contractor
With seal.

Place:

Date

CHECK LIST
SURAT MUNICIPAL CORPORATION

Sr. No.	Particulars	To be Submitted with Tech- Bid		Please <input type="checkbox"/> Mark as for Submission
		file to be attached Online	Hard copy Submission	
(1)	Forwarding Letter	No	No	
(2)	Tender Fee	Yes	DD / PO	
(3)	EMD	Yes	DD / PO	
(4)	GST Registration certificates	Yes	No	
(5)	PAN card No.	Yes	No	
(6)	Professional Tax Registration (EC/RC)certificates	Yes	No	
(7)	Digitally signed Partnership Agreement / Partnership Deed / power of attorney/Board Resolution in case of semi government /government Organization for being the tender documents etc. (if applicable) (pdf file to be uploaded with tech bid)	Yes	No	
(8)	Power of attorney for signing tender document etc.(if applicable)	Yes	No	
(9)	Photograph of each partner or as the case may be	Yes	No	
(10)	Solvency certificate from bankers of Nationalized/ Scheduled bank for the 20% of estimated Amount i.e. Rs.1,00,000.00 Ps.(not elder than 01 (one) year).	Yes	No	
(11)	Digitally signed CA Certificate showing financial turnover of last three years i.e. 2021-22, 2022-23, 2023-24 (pdf file to be uploaded with tech-bid).	Yes	No	
(12)	Certificates of successful completion of the works mentioned in " QUALIFICATION CRITERIA FOR TENDERER " as mentioned of the tender document..	Yes	No	
(13)	A list of work on hand	Yes	No	
(14)	All the documents required as per the check list attached annexure with the tender	No	No	
(15)	Affidavit of the Bidder on non-judicial stamp paper of Rs. 300.00 (Annexure - A)	Yes	No	
(16)	Undertaking by the tenderer for not black listed on Rs. 300/- government stamp paper	Yes	Yes	
(17)	Addenda corrigendum(s) duly sealed/ signed if applicable)	Yes	Yes	
(18)	CHECK LIST	Yes	No	

Note: - The tenderer should be required to furnish details/ certificates etc. as mentioned above otherwise their offer shall be liable for rejection.

SEAL & SIGNATURE OF TENDERER: -

ANNEXURE-II (NOT APLLICABLE)

Performa for declaration regarding work on hand with the tender:

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

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

Signature of the Contractor
with seal

Place

Date:

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

Please Fill above details attached separate sheet.

SURAT MUNICIPAL CORPORATION
SOUTH WEST (ATHWA) ZONE
CONTRACTOR 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.
- (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 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 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.
- (8) All corrections, erasures & over writing should be initialed by the contractor.
- (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 wrong 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 suidance of contractor" 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

AND

- (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 solvency 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 descreeaney, 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 should forthwith comply with such instructions.
- (3) The contractor 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 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 maintainance.
- (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 should appoint a qualified engineer and he must remain present on site during working hours.

Executive Engineer,
South West (Athwa) Zone
Surat Municipal Corporation ,

Signature of the Contractor

DECLARATION FORM

- (1) I/We hereby declare that I/We have aware of SMC Property South West Zone Area 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.

Executive Engineer,
South West (Athwa) Zone
Surat Municipal Corporation ,

Contractor Signature with
Address:
Date :

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 **ITEM RATE TENDER FOR CLEANING UNDER GROUND WATER SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN SOUTH WEST (ATHWA) ZONE, 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) 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.

(a) Experience of having successfully completed similar works during last 5 years (Govt. or Semi Govt. Works) of the Cleaning Under Ground Water Tank.

Demand Draft For E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & Tender fee is received electronically. However for the purpose of relization of D.D bidder shall send the D.D in original through RPAD/ speed post so as to reach to Account department (Main Office) within 7 days from the last date of uploading. Penaltativeaction for not submitting D.D in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration & cancellation of E-Tendering code for 1 year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) and electronic format only through online (by scanning) will not be accepted separately.

(b) Turnover during last 3 years, ending 31st March of previous financial year should be atleast 30% of Estimated Cost. An attested copy of annual turnover for last 3 years should be enclosed.

(c) Solvency certificate from bankers of schedule bank/Nationalized bank for the 20% of tender amount. (**For this Work minnum Rs.100000.00 (One Lakh Only) amounting Solvency certificate Reuired**) Tenderer has to submit higher amount of bank solvency if so desired by Commissioner

(d) An attested copy of registration with MES, Various department of State Govt., Surat Municipal Corporation, CPWD etc. **(Not Applicable)**

(e) List of the works already complete last years in prescribed proforma as per Annexure-I and attested copies of certificates from head of the office concerned for completion of the works. **(Not Applicable)**

(f) Declaration regarding the work on hand with the tender should also be given in prescribed performa as per Annexure-II. Attested copies of work orders, interim certificates if any shall also be attach as supporting documents. **(Not Applicable)**

(g) Attested cost of partnership deed, power of attorney etc.

IT-05 TENDER DOCUMENTS :

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

IT-06 EXAMINATION BY TENDERERS :

A. At his own expenses and prior to submitting his tender, each tenderer shall (a) examine the contract Documents, (b) visit the site and determine local conditions which may effect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all CENTRAL, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.

B. The tender quantity is approximate and may increase or decrease. Any increase or decrease in quantity will not entitle tenderer to claim any extra over the quoted rate.

C. Tender Documents be completed by legible ink, checked in a responsible manner, signed, stamped and returned together with the Tender Security Bond by the stipulated date, which shall form the Tender.

The Tenderer is required to complete :

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

All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the text of

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

IT-07 EARNEST MONEY DEPOSIT:

(A) Where the contractor is required to submit bank guarantee against payment towards any deposit e.g. EMD, SD, etc., such bank guarantees shall be produced only from any one of the shall be issued by or payable/encashable at Surat Branch of the said All Nationalized banks.

(B) Guarantees issued by or payable/encashable at Surat Branch will be accepted as SD/EMD .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 listed below:

- (1) AXIS Bank
- (2) A U Small Finance Bank
- (3) Bandhan Bank
- (4) City Union bank
- (5) CSB Bank
- (6) DBS Bank Indian Limited
- (7) DCB Bank
- (8) Dhanlaxmi Bank
- (9) Equitas Small Finance Bank
- (10) Federal Bank
- (11) HDFC Bank
- (12) HSBC Bank
- (13) ICICI Bank
- (14) IDBI Bank
- (15) IDFC First Bank
- (16) Indusland Bank
- (17) Jammu and Kashmir Bank
- (18) Jana Small Finance Bank
- (19) Karnataka Bank
- (20) Karur Vysya Bank
- (21) Kotak Mahindra Bank
- (22) RBL Bank
- (23) South Indian Bank
- (24) Standard Chartered Bank
- (25) Tamilnadu Mercantile Bank
- (26) Ujjivan Small Finance Bank
- (27) YES Bank
- (28) Ahmedabad Mercantile Co-operative Bank Ltd.
- (29) Nutan Nagrik Sahakri Bank Limited
- (30) Rajkot Nagrik Sahkari Bank Ltd
- (31) Sarswat Co-operative Bank
- (32) SBPP Co-operative Bank Ltd
- (33) SVC Capital Co-operative Bank Ltd
- (34) The Cosmos Co-op Bank Ltd
- (35) The Gujarat State Co-operative Bank
- (36) The Surat District Co-operative Bank
- (37) The Surat Peoples Co-operative Bank
- (38) The Baroda Central Co-operative Bank
- (39) The Panchmahal District Co-operative Bank
- (40) The Kalupur Commercial Co-op.Bank
- (41) The Rajkot Commercial Co-operative Bank
- (42) The Banaskantha Mercantile Co-op. Bank Ltd.
- (43) Gujarat Gramin Bank

- A. The Tender shall be accompanied by of Earnest Money Deposit **Rs. 5,000.00** The tenderer shall pay Earnest Money Deposit to be deposited by pay order/demand draft issued in favour of

Commissioner, Surat Municipal Corporation, Surat through Nationalised/Schedule Bank only. The Earnest Money Deposit in the form of FDR or cheque shall not be accepted. The tenderer shall have to mention details of Earnest Money Deposit on the seal cover of Earnest Money Deposit. The tender received without Earnest Money Deposit shall be out rightly rejected.

The instruments for Earnest Money Depository shall be issued by or payable/encashable at Surat Branch of the said nationalized bank.

- B. The Earnest Money Deposit(Tender guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the Performance Guarantee Bond to the owner as stipulated in this tender documents within ten days after receipt of notice of award of contract. In such case owner may disqualify the tenderer from tendering for further works, under the jurisdictions of the Corporation (S.M.C.).
- C. The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, if furnished by the contractor.
- D. No interest shall be paid by the owner on any tender guarantee.

IT-08 INCOME TAX CLEARANCE CERTIFICATE :

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

IT-09 PREPARATION OF TENDER DOCUMENTS :

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

- A. Technical bid, EMD and Tender fees shall be submitted on the Tender Form bound herein in English. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and signatures of all persons signing shall be in longhand.
- B. Technical Bid shall be accompanied by the prescribed tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures. All signatures in the Tender Documents shall be dated.
- C. Variations to the Contract Documents requested by the tenderer may be affixed to the Tender Document in the space available and duly signed and stamped. Such variations may be approved or refused by the Engineer at the time of adjudications of Tenders, and in either case the Engineer is not obliged to give reasons for his decisions.
- D. Delivery of Tenders shall comply with Notice inviting tenders as to place, date and time.
- 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 :-

1. Following documents shall be submitted in HARD COPY TO Surat Municipal Corporation:

- **All necessary documents mentioned in Technical bid (if any).**
- **Earnest Money Deposit as mentioned in the Tender. (It is compulsory to mention G.S.T. No. and Party Code back side of Earnest Money Deposit document)**
- **Tender Fees (It is compulsory to mention G.S.T. No. and Party Code back side of Earnest Money Deposit document)**
- **Addenda Corrigendum (if any) duly signed by Contractor.**

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.

(i) COVER-1 : Technical Bid

E.M.D and Tender Fees for the work of ITEM RATE TENDER FOR CLEANING UNDER GROUND SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN SOUTH WEST (ATHWA) ZONE, SURAT. along with other Documents in Hard Copy **ON DATE 16/07/2026 UPTO 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 **ITEM RATE TENDER FOR CLEANING UNDER GROUND SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN SOUTH WEST (ATHWA) ZONE, SURAT.** shall be submitted online.

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.5,000.00** The tenderer will pay Earnest Money Deposit by Pay Order/Demand Draft issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank. In the form of Demand Draft and Pay Order.
- (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 from by Registered Post A.D. or by Speed Post through Postal Authority only by the "Chief Accountant, Surat Municipal Corporation, Muglisara, Surat-395003 on **DATE: 16/07/2026 UPTO 18.00 hrs.**

The same will be opened on the **08/07/2026, 11.00 hrs. (Technical Bid) and 17/07/2026, 11.00 hrs. (Price Bid) onwards** 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.
9. The tenderer shall submit the tender which satisfies each and every conditions laid down in this notice and tender documents failing which the tender is liable for rejection.

10. Notice of inviting tenders shall be a part of the contract documents.
11. Acceptance of tenderer/quotation will rest with the competent authority of Surat Municipal Corporation who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof.
12. The contractor shall also attach list of machineries, tools, plants, equipments which he propose to deploy for this work.
13. All octroi duty and other taxes chargeable by the Municipal Corporation shall be payable by the Contractor.
14. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
15. Tender once offered can not be withdrawn except with the permission of head of the concerned department, Surat Municipal Corporation, Surat.
16. The successful tenderer shall be required to enter in to agreement with 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 date of opening of price bid 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 the tender is made by a Proprietary firm it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the tender is made by a firm in partnership it shall 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 furnish satisfactory evidence of its existence before the contract is awarded.

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 :

The Contractor 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.

**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 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 Days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor failier which SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard Further the nonpayment of GST to the

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

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

IT-19 EVALUATION OF TENDERS : DELETED

IT-19 EVALUATION OF TIME REQUIRED FOR COMPLETION :

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

IT-20 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-21 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-22 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-22 i.e. Signing of Contract).
- (g) The tenderer does not agree to payment terms defined as per Article IT-21 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) :

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 (Not Applicable)**

The person/persons whose tender may be accepted [here-in after called the Contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees shall (within 15 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 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 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. 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) The remaining amount of the Security Deposit i.e. 2% to be deducted from each running account bill.
- (iii) 5% Retention money deposit (RMD) to be retained from each running account bill.

(b) Release of SD/RMD

- (i) The 2% Initial security deposit shall be released after clearance of Final bill by Audit Dept.
- (ii) Whereas, the 2% security deposit recovered from the each running account bills Shall be released only after clearance of Final bill by Audit Dept.
- (iii) 5% Retention money deposit (RMD) to be released along with final bill.

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.

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

The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs. 300/- if initial Security Deposit is paid in form Bank Guarantee or Demand draft as per the form of the agreement approved by the Municipal Corporation, Surat.

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/-.

IT-28 STAMP DUTY :

If Security deposit (SD) is deposited in the form of D.D./cash/Pay order, draft the agreement shall be executed on government stamp paper worth Rs.300=00 and if SD is deposited in the form of FDR, NSC, or any kind of saving certificates, the agreement shall be executed on government stamp paper worth Rs.300=00 or 4.90% / prevailing rate of SD amount whichever is higher subject to the provision made in the tender for SD.

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

IT-29 BRAND NAMES :

Specific references in the specifications to any materials by tender's name, or catalogue number shall be construed as establishing a standard or quality and performance and not as limiting competition and the tenderer in such cases, may at their option freely use any other product, provided that it ensures and equal or higher quality than the standard mentioned and meets 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 on the basis of variation of quantities shall not be entertained.

IT-34 NEW EQUIPMENT AND MATERIAL ;

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

IT-35 RIGHTS RESERVED ;

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

IT-36 Municipal Commissioner reserves the right to reduce the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

IT-37 No mobilisation advance or advance on machinery will be given.

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

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

After compaction and consolidation, if any short fall of earth is found then contractor 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 shall be fully responsible for the defective work and patches/ depression / settlement shall be repaired with quarry spoil or metal at contractor's own cost. If contractor fails to repair the patches / depression / settlement in time, corporation will repair it at all risk and cost of contractor.

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

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION ,
SURAT.

SIGNATURE OF THE CONTRACTOR.

SURAT MUNICIPAL CORPORATION
ITEAM RATE TENDER & CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS :-

- (1) All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Engineer & signed by the Engineer.

This form will state the work to be carried out as well as the date/or submitting and opening tenders and the time allowed for carrying out work, also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit to be paid by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rent will be granted. Copies of the specifications, designs and drawings and estimated rated scheduled rates and any other documents required in connection with the work which shall be signed by the Engineer- in-charge for the purpose of identification shall also be open for inspection by contractors at the office of the Engineer-in- charge during office hours.

Where the work are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the corporation, such specifications with designs and drawings shall form part of the accepted tender.

- (2) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorising him to do so.
- (3) Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractor are described in their tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
- (4) Any persons, who submit tender shall fill up the usual printed form including the 'Column' total according to estimated quantities, stating at what rate he is willing to undertake the each item of the works, Tenders which proposal any alterations in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any 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 contractors 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 contractors who have submitted tender or their representatives who may be present at the time.In the event of a tender being accepted, the contractor shall there upon for the purpose of identification, sign the copies of the specifications and other documents mentioned in this tender. In the event of the tender being rejected, the divisional officer shall authorised the accountant to refund the amount of earnest money deposited to the contractor making the tender on his giving a receipt for the returned of the money.
- (6) The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.

- (7) No receipts for any payment alleged to have been made by a contractor in regard to any matter to this tender shall be valid and binding on corporation unless it is signed by the Engineer-in- charge.
- (8) The memorandum of work to be tendered for and the schedule of materials to be supplied by the concern department and their rates shall be filled in and completed by the officer of the Engineer- in-charge before the tender form is issued. If a form issued an intending tenderer has not been so filled in and completed, he shall request the said officer to have this done before he completes and delivers his tender.
- (9) All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
- (10) Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
- (11) Every contractor shall unless excepted in writing by the Additional City Engineer concerned, produced alongwith the tender, a solvency certificate of his financial stability from the Collector of the District within which he resides or a Bankers certificates. If he fails to produce such a certificate, his tender may not be considered.
- (12) All corrections and additions or pasted slips should be initiated.
- (13) The measurement of work will be taken according to the usual method in use in the public works department and no proposals to adopt alternative methods will be accepted. The Engineer-in-charge decision as to what is "the usual method in use in the public works department" will be final.
- (14) A.The Insurance Company's bond will not be accepted against the Security Deposit.
- (15) The contractor shall have to attach to his tender Income Tax Clearance Certificate to be obtained from the Income Tax Officer.
- (16) The Contractor will have to construct a shed for storing control and valuable materials issued to him under Schedule-'A' of the agreement at work site having double locking arrangement. The materials will then be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of work except with the written permission from Engineer- in-charge.
- (17) No foreign exchange will be released by the Corporation for the purpose of plant and machineries required for the execution of the work contracted for.
- (18) Controlled materials (Essentiality certificate)
 - (i) As regard controlled materials the Corporation will help to arrange for the permit as far as possible and help the contractor in securing for the permit as far as possible and help the contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the contractor himself. Though the Corporation will help to arrange for the permit as far as possible and help the contractor in obtaining the materials it shall not accept any responsibility for any delay or loss on account of delay caused to the contractor while obtaining the same.

- (ii) The contractor shall submit to Engineer-in-charge on Close of every calender months, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled materials during the month.
- (iii) The contractor shall permit the Engineer- in- charge or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Engineer-in-charge or his representatives so desired (s).
- (19) The tender for work shall remain open for a period of 120 days from the date of opening of the price bid for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or addition/s in the terms and conditions of his tender, not acceptable to the corporation then 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.
- (19) The contractor 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.
- (20) Tenderer should submit True Copy of the Certificate of Registration alongwith the tender without which the tender will not be considered.
- (22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reawakened as final and no excuse or representation in that behalf shall be entertained at later date.
- (21) "What ever sales tax is levied by the Government on works contract and if paid by the contractor in the first instance, shall be refunded to the concerned contractor by Corporation.

Executive Engineer,
South West (Athwa) Zone
Surat Municipal Corporation ,

Contractor Signature with
Address:
Date :

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/Add.City Engineer, any officer authorised by the Municipal Corporation.

1.2 The "Contractor" shall mean the person or the persons, firm of company whose tender has been accepted by the owner and includes his legal representative successors and permitted assignees.

1.3 The "Engineer-in-charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorised by the Municipal Corporation to act for and on its behalf for the operation of this contract.

1.4 "Engineer - in - charge's Representative" shall mean any Engineer or Asstt. to the Engineer-in-charge designated from time to time by the Engineer-in-charge to perform duties set forth in the Tender documents whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.

1.5 "Tender" The offer or proposal of the Tenderer submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.

1.6 "Contract Price shall mean total money payable to the Contractor under the contract documents.

1.7 "Addenda" shall mean the written or graphic notices prior to submission of tender which modify or interpret the contract documents.

1.8 "Contract Time" - The number of consecutive calendar months for the completion of work as stated in the executed contract agreement.

1.9 "Contract" shall mean agreements between the parties for the execution of works including therein all contract documents.

1.10 "Tender document" shall mean Designs, Drawings, specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.

1.11 "The Sub-Contractor" means any person, firm or company (other than the contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-charge and the legal personnel representative, successors and permitted assignees of such person, firm or company.

1.12 "The Specifications" shall mean all directions' the various technical specifications provisions and requirements attached to the contract which pertain to the method and manner of performing the work to the quality of the work and the materials to be furnished under the

contract for the work and any order(s) or instruction (a) 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 totally 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 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.

1.20 The "Alteration/Variation order" means an orders 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 intimated by a letter to tenderer that the tender has been accepted in accordance with provisions contained therein.

1.27 "Order" and "Instruction" shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the Contract.

1.28 "Running Account Bill" shall mean a Bill for the payment of "On Account" money to the contractor during the progress of work on the basis of work done and the non-perishable materials to be incorporated in the work supplied by the Contractor.

1.29 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of contractual obligations.

1.30 "The appointing authority" for the purpose of Arbitration shall be the Municipal Commissioner, Surat Municipal Corporation, Surat.

1.31 Retention Money shall mean the money retained from R.A.Bill for due completion of "NET WORK".

1.32 Unless otherwise specifically stated, the masculine gender shall include the feminine and natural genders and viceversa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY :

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

GC-03 SCOPE OF WORK :

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

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

The contractor shall make his own arrangement for the distribution pipe net works from the source of supply after getting prior permission for the same from the Engineer-in-charge.

Supply of water shall not be free and the necessary charges as fixed by the Local Body shall have to be paid by the contractor.

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

POWER SUPPLY :

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

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

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

GC-04 RULLING LANGUAGE :

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

GC-05 INTERPRETATION OF CONTRACT DOCUMENT :

1. The provisions of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. Should there be any discrepancy, inconsistency error or ommission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such case shall be the final and binding to the contractor.

2. Works shown upon the drawings but not described in the specifications of described in the specific specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.

3. The heading and the marginal notes to the clauses of those general conditions of contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof or be used in the interpretation or construction thereof of the contract.

4. Unless otherwise stated specifically, in this contract documents the singular shall include the plural and vice versa wherever the context so requires. Works implementing persons shall include relevant corporated companies/ registered associations / body of individual / firm of partnership.

5. Notwithstanding the sub-divisions of the documents into separate sections and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.

6. Where any portion of the General Conditions of contract is repugnant to or a variance with any provisions of the special conditions of contract, then, unless a different intension appears, the provisions of the special conditions of contract shall be deemed to override the provisions of General conditions of Contract and shall to the extent of such repugnancy or variance prevail.

7. The materials, Design and Workmanship shall satisfy the relevant I.S.S. and Codes referred to. If Additional requirements are shown in the specifications, the same shall be satisfied over and above I.S.S. and Codes.

8. If the specification mentions that the contract shall perform certain work or provide certain facilities, it will mean that the contractor shall do so at his own cost.

9. The correctness of the details given in the tender documents is not guaranteed. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters that might affect the carrying out of the work or the Tenderer's rates. Any error in description of quantity or commission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to what all works he has to complete in accordance with the contract whatsoever be the defects, omissions, or errors that may be found in the contract documents. The contractor shall be deemed to have visited the site and the surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications, whether by land, air or water and as to possible interceptions thereto and the access and egress from the site, to have made inquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, the depots 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 affecting the work. He is deemed to have acquainted himself as to his liability for payment of Government taxes, custom duty and other charges.

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

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

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY ;

The contractor by tendering shall be deemed to have satisfied himself, as to consideration and circumstances affecting the tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly

provided, will after words be made beyond the contract price. The contractor shall be responsible for any misunder-standing or incorrect information given in writting by the Engineer.

GC-07 ERROR IN SUBMISSION ;

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

GC-08 SUFFICIENCY OF TENDER :

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates which rates shall, except as or other wise provided for, cover all the Contractor's liabilities and obligation set forther or implied in the contract for the proper execution of work for compliance with requirements of Article GC-19 thereof.

GC-09 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions. Special direction or dimen- sions given in the specifications shall supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract or as extra there upon the same shall be explained by the Engineer-in-charge and his explanation shall subject to the final decision of the Additional City Engineer, in case reference be made to him, be binding upon the contractor shall execute the work according to such explanation (subject to aforesaid) and without addition to or deduction from the contract and shall also do all such works and things necessary for the proper completion of the works as implied by the Drawings and specifications, even though such works and things are not specially shown and described in said specifications. In cases where not particular specifications are given for any article to be used under the contract, relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE : (Security Deposit)

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

5% Retention money deposit (RMD) to be retained from each running account bill.

(c) If the value of the work as per actual execution exceeds the accepted value of tender because of allotment of further work further recoveries towards security deposit shall be effected at four percent (4%) of R.A.Bill to make up the total amount of security deposit equal to two point five percent (2.50%) of the revised value of contract. Alternatively the Contractor may at his option deposit the full amount of security deposit as per the revised value of the contract within fifteen days of receipt by him on the notification accepting the tender in the form as aforesaid.

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

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

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

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

6. The performance guarantee shall be delivered to the Municipal Corporation within Ten (10) days of the notice of award. Security Deposit should be paid in time and if it is paid after fifteen days from the date of work order then the penalty of 0.065% per day of the amount of security deposit should be recovered from the Contractor while receiving the security deposit. The performance guarantee will be returned to the Contractor without any interest after the defect liability period is over. It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender. Two percent (2.0%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement.

GC-11 INSPECTION OF WORK :

1. The Engineer in charge will have full power and authority to inspect the work at any time wherever in progress either on the site or at the contractor's any other manufacturers workshops or factories wherever situated and the contractor shall afford for Engineer-in-charge every facility and assistance to carry out such inspection. Contractor or his authorised representative shall, at all time during the usual working hours and all other times when so

notified, remain present to receive orders and instructions, orders given to Contractor's representative shall be considered to have the same force as if they had been given to the contractor himself. Contractor shall give not less than 7 days notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond reach of inspection and measuring any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be recovered at Contractor's expenses for carrying out such inspection or measurement.

2. No material shall be despatched from contract store on site of work before obtaining approval in writing of the Engineer-in-charge, Contractor shall provide at all time during the progress of work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of work by Engineer-in-charge.

GC-12 DEFECT LIABILITY : (NOT APPLICABLE)

1. Contractor shall guarantee the work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by contractor at his own expenses as desired by Engineer-in-charge or in default may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-in-charge shall be final from any sums that may then or any time thereafter become due to contractor of sale thereof or of a sufficient portion thereof.

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

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

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

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

GC-13 POWER OF ENGINEER TO GIVE FURTHER INSTRUCTIONS :

The Engineer shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of contractor and the works and efficient execution of the works according to the terms

of the specifications, and the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications. No work which readicallly changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered, which in the opinion of the contractor changes the original nature of the contract, the shall nevertheless carry it out and any disagreement as to the nature of the work & the rate to be paid thereof shall be resolved. The time of completion of works, in the event of any deviations, resulting in additional cost over the contract sum being ordered, then be extended or reduced reasonable by the Engineer. The Engineer's decision in the case shall be final and binding.

GC-14 PROGRAMME :

The time allowed for execution of works shall be essence of the contract. The contract period shall commence from date of Notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate the construction or pipeline schedule, the month-wise programme required for the execution of the works and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The contractor shall provide to the Engineer-in-charge a detailed programme of time schedule for execution of the works in accordance with the specifications & the completion date. The entire programme to be finalised by the Contractor, has to confirm to the execution period mentioned alongwith the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such submitted programme by contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUBLETTING OF WORKS :

No part of the contract nor any share or interest thereon shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any firm or Corporation whatsoever except as provided for in the succeeding subclause without the consent in writing of the owner.

GC-16 SUB-CONTRACTORS FOR TEMPORARY WORKS ETC. :

The owner may give written consent to sub-contractors for execution of any part of the work at the site being entered upon by the contractors provided each individuals contractor is submitted to the Engineer-in-charge before being entered into and in approved by him. List of Sub-Contractors 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-contractors, the contractors shall be and shall remain solely responsible for the quality and proper expenditures and execution of the works and the performance of all the conditions of contract in all respects as if such submitting or sub-contracting had not taken place and as if such work had done directly by the Contractor.

GC-17 TIME FOR COMPLETION:

1. The work covered under this contract shall be commenced from the date of contract is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract

and unless the same is extended as mentioned in clause No. GC-18 (Extension of time) the contractor will be penalised for the delay.

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

GC-18 EXTENSION OF TIME :

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

GC-19 CONTRACT AGREEMENT :

The successful tenderer shall when called upon to do so, enter into and execute the Contract Agreement within (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 contractor to pay the stamp duty and the legal charges for the completion of the contract agreement.

GC-20. PENALTY FOR DELAY :

If the contractor fails to complete the work within the stipulated completion date for the work or he shall pay liquidated damages at one tenth of Two percent of contract value per day of delay in completion and handing over the work or part thereof as the case may be to the Municipal Commissioner. The amount of liquidated damages shall, however, be subjected to a maximum of ten (10) percent of the contract value. Delays in excess of one hundred days will be a cause for termination of the contract and forfeiture of all security for performance.

GC-21 FORFEITURE OF SECURITY DEPOSIT :

Whenever any claim arises against the contractor for the payment of a sum of money out of or under the contract, the owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In case the Security deposit is insufficient the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor shall pay to the owner on demand 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 shall have forfeited the whole of his Security deposit or have committed a breach of any of the terms

contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest -

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the owner.

(b) To employ labour and to supply materials to carry out the balance work debiting contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-in-charge shall be final and conclusive against the contractor and 10% costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part hereof as shall be unexecuted out of his hand to give it to another contractor to complete. In this case the excess expenditure incurred than what whole have been paid to the original contractor, if the would work had been executed by him, shall be earnest and paid by the original contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above course being adopted by the owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement so or made by advance on account of or with a view to the execution of the work or the performance of the contract. In such case the contractor shall not be entitled to recover or be paid by sum for any work actually performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the preceeding clause, he may, if he so desire, take possession of all or any tools and plant, materials and stores in or upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-charge may give notice in writing to the contractor or his representative requiring him to remove such tools plant materials or stores from the premises within the time specified in the notice and in if the contractor fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the contractor and his risks in all respects without any further notice as to the date, time to place of the sale and the certificate of Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

GC-21 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof a specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall he have any claim for compensation

by reason if any alternations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

GC-22 IN EVENT OF DEATH OF CONTRACTOR :

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

GC-23 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :

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

GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :

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

GC-27 CONTRACTOR'S OFFICE AT SITE :

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

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

1. The contractor on award of the work shall name and depute a qualified Engineer, having experience of carrying out work of similar nature, to whom equipments, materials, if any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of Engineer in-charge sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the contractor without additional charge on account thereof. The contractor

shall ensure to the satisfaction of the Engineer-in-charge that sub - contractors, it any shall provide competent and efficient supervision over the work entrusted to them.

2. If and whenever any of the contractor 's or sub-contractor agents, sub-agents, assistance, formen or other employees shall, in the opinion of Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in opinion of the owner or Engineer-in-charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-charge, shall at once remove person or persons from employment thereon. Any person or persons so removed shall not again be reemployed in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expenses of the contractor by acqualified and competent substitute. Should the contractor be required to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.

3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others shall exercise proper control over them and in particular and without prejudice to the same. Generally, the contractor shall be bound to prohi-bit, 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 neigh-bourhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.

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

GC-29 TERMINATION OF SUB-CONTRACTOR BY OWNER :

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, the S.M.C. may be give written notice to the contractor request his to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and the letter shall forthwith leave the works failing which the owner shall have the right to remove such sub-contractors from the site.

No action taken by the owner under the above clause shall relieve the contractor of his liabilities under the contract or give rise to any right to compensa-tion, extension of time or otherwise.

GC-30 POWER OF ENTRY :

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

- (i) Fail to carry out works in conformity with the documents or
- (ii) Fail to carry out the works in accordance with the time schedule.

(iii) Substantially suspend work or the works for a period of fourteen days without authority from Engineer-in-charge or

(iv) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge or

(v) Fail to supply sufficient or suitable construction plant temporary works, labour materials or things or

(vi) Commit breach of any other provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breached of the contract for fourteen days after notice in writing shall have been given to the contractor by the Engineer-in-charge requiring such breach to be remedied or

(vii) Abandon the work or

(viii) During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

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

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

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close co-operation and co-ordinate the work with other contractors or their authorised representative and the contractor will put a joint scheme with the concurrence of other contractors showing the arrangements for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or

locally constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The contractor shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinances, laws, rules, regulations, etc.

GC-32 OTHER AGENCIES AT SITE :

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained for works being executed in the above circumstances.

GC-33 NOTICES :

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

GC-34 RIGHT OF VARIOUS INTERESTS :

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

Wherever the work being done by any department of the owner or by other contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by Engineer-in-charge to secure the completion of various portions of the work in general harmony.

GC-35 PRICE ADJUSTMENT :

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

GC-36 TERMS OF PAYMENT :

The payment of Bills shall be made progressively according to the rules and practice followed by the Municipal Corporation. The progressive payment unless otherwise provided in the Contract Agreement or sub-sequently agreed to by the parties, shall be made generally monthly on submission of a bill by the Contractor in prescribed form in an amount according to the value of the work performed less the aggregate of previous progressive payments and as required by clause GC-37 (Retention money) herein. All such progressive payment shall be regarded as payment by way of advance against final payment.

Payment for the work done by the contractor will be based on the measurement at various stages of the work, in accordance with the conditions at Clause GC-77 (Measurement of Work in Progress)

GC-37 RETENTION MONEY :

Pursuant to Clause GC-36 Terms of Payment on all money due to the contractor for work done, Municipal Corporation will hold as retention money of five percent **(5%)** of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Municipal Corporation and completion certificate issued by the Municipal Corporation in pursuant to Clause No.GC-83 (Completion Certificate).

However, after the assurance of completion certificate, and Municipal Commissioner may at its own discretion and having considered the Contractor's performance and diligence during the contract time allow the retention money to converted into a Bond as stipulated in the Clause GC-10 (Performance Bond Security Deposit).

GC-38 PAYMENT DUE FROM THE CONTRACTOR :

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

GC-39 CONTINGENT FEE :

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

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

GC-40 BREACH OF CONTRACT BY CONTRACTOR :

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

GC-41 DEFAULT OF CONTRACTOR :

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

(a) If in the judgement of the Municipal Corporation the contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Municipal Corporation /Engineer to the Contractor.

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

2. In the event the Municipal Commissioner terminates the contract 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 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 to transfer title and deliver to the Municipal Corporation under any of the following cases in the manual and as directed by the Municipal Corporation. (a) Any partially completed information and contract rights as the contractor has specifically produced or acquired for the performance of the contract so 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 shall continue performance of the contract, in which case the shall be liable to the Municipal Corporation for liquidated damages for delay until the works are accepted.

GC-42 BANKRUPTCY :

If the Contractor shall become 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 or to the receiver or liquidator or to any person or organisation in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and 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 has been paid any sum to which he may become entitled in respect thereof pursuant to clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER :

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

GC-45 LAWS GOVERNING THE CONTRACT :

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

GC-46 OVERPAYMENT AND UNDERPAYMENT :

Whenever any claim forths payment of a sum to the Municipal Corporation arises out of or under this Contract against the contractor the same may be deducted by the Municipal Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Municipal Corporation or from any sum due to the contractor with the Municipal Corporation (which may be available with Municipal Corporation), or from his retention money, or he shall pay the claim on demand. The Municipal Corporation reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by the Contractor.

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

GC-47 SETTLEMENT OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Commissioner, subject to a

written appear by the Contractor to the Commissioner, and these decisions shall be final and binding to the contractor.

GC-48 TERMINATION OF THE CONTRACT:

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

2. If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations can not be resumed within six(6) months the party shall have the right to terminate the contract upon Ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :

a) The Contractor shall be paid for all works approved by the Engineer and for any other legitimate expenses due to him.

b) If the Municipal Commissioner terminates the contract owing to Force Majeure or due to any cause beyond its control, the contractor shall additionally be paid for any work done during the said Six (6) months period including any financial commitment made for the proper performance of the Contract and which are not reasonable defrayed by payment under (a) above;

c) The Municipal Commissioner also release all bonds and guarantees at its disposal except is cause where the total amount of payments made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within Sixty (60) days after termination and the Municipal Commissioner thereafter shall release all bonds and guarantees, should the contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.

3. On the termination of the contract for any cause the contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Municipal Corporation with respect to completion, safeguarding or storing of materials procured for the performance of the contract and the salvage and resale thereof.

GC-49 CHANGES IN CONSTITUTION :

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

GC-50 SUB-CONTRACTUAL RELATIONS :

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

a) Protect and preserve the rights of the Municipal Corporation and the Engineer with respect to the work to be performed under the sub-contract so that the sub-contractor thereof will not prejudice such rights.

- b) Require that such work be performed in accordance with requirements of the Contract documents.
- c) Require under such contract of which the contractor is a party, the submission to the contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub-contracted portions of the work in sufficient time, that the contractor may apply for payment and comply in accordance with the contract Documents for like claim by the Contractor upon the Municipal Corporation.
- d) Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds so such insurance held by the Municipal Corporation as trustee and,
- e) Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC-51 LIEN :

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

GC-52 EXECUTION OF WORK :

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

GC-53 WORK IN MONSOON :

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

GC-54 WORK CLOSED ON SUNDAYS & HOLIDAYS & BETWEEN SUNSET AND SUNRISE: (**NOT APPLICABLE**)

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

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

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

GC-56 DRAWING TO BE SUPPLIED BY THE OWNER :

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

GC-57 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :

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

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

GC-58 SETTING OUT WORK :

 The contractor shall set out the work on the site handed by the Engineer-in-charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-in-charge. The approval thereof or partaking by Engineer-in-charge in setting out work shall not relieve contractor of any of his responsibilities.

The contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flage, ranging, rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide, fix and be responsible for the maintenance of all stakes, temples level marks profiles and similar other things and shall take and necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence for such removal or disturbance. The contractor shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Centre line marks either existing or fixed by the Contractor. The Centre, longitudinal or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the centre for setting up the theodolite. The work shall not be started unless the setting out is checked by Engineer-in-charge in

writing but such approval shall not relieve the contractor of his responsibilities. The contractor shall provide all materials, labour and other facilities necessary for checking at his own cost.

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

GC-59 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK:

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

1. Materials to be supplied by Contractor :

Contractor shall procure and provide all the materials required for the execution and maintenance of work including M.S. rods, all tools, tackle, construction plant and equipment except the materials to be supplied by the owner detailed in the contract documents and for the transport thereof, owner, shall make recommendations to the respective authorities if designed by the contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI Marks supplied by reputed firms on the DGS & D List. 2. If however the Engineer-in-charge feels that work is likely to be delayed due to contractor's inability to procure the materials, the Engineer-in-charge shall have the right to procure materials from the market and the contractor will accept these materials at the rates decided by Engineer-in-charge

GC-60 MATERIALS TO BE SUPPLIED BY THE OWNER :

1. If the contract provides certain materials or stores to be supplied by the S.M.C. such materials and stores shall be transported by the contractor at his cost from S.M.C.'s stores or Railway Station. The sum due from contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual consumption of materials in the work covered and for which R.A.Bill has been prepared. After completion of the work contract has to account for the full quantity of materials supplied to him.

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

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

a) The materials specified to be issued by the S.M.C. to the contractor shall be issued by the S.M.C.'s store or at Railway Station and all expenses for its shifting to site shall be borne by the contractor. The materials will be issued during working hours and as per rules of S.M.C. from time to time.

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

GC-62 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :

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

GC-63 MATERIALS OBTAINED FROM DISMANTLING :

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

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

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

GC-65 DISCREPANCIES BETWEEN INSTRUCTIONS :

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

In case there is any discrepancy in measurements shown in drawing and specifications, the same shown in drawing shall be considered as final and will be binding upon the contractor.

GC-66 SCHEDULE OF QUANTITIES AND EXTRA ITEMS :

A. Schedule of Quantities :

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

B. Extra Items :

Extra Items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge. The rates for extra items shall be derived from the S.O.R.(R&B Division) Year 2015-2016 and quoted premium of tender. If the rate of extra item is not available in S.O.R. it will be derived on prevailing market rate.

GC-67 ACTION WHEN NO SPECIFICATION IS ISSUED :

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

GC-68 ABNORMAL RATES :

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change or specification for any item. In case it is notice 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 the furnish-ing by the tenderer or demand.

GC-69 ASSISTANCE TO ENGINEER-IN-CHARGE :

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

GC-70 TEST OF QUALITY OF WORK :

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

GC-71 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

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

or remove and replace with other at the risk and cost of the Contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.

GC-72 SUSPENSION OF WORK :

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

GC-73 OWNER MAY DO PART OF THE WORK :

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

GC-74 POSSESSION PRIOR TO COMPLETION :

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

GC-75 COMPLETION CERTIFICATE :

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

amount as may be decided by S.M.C. If by reason of any default on the part of the contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contractor for completion of work, S.M.C. shall be at liberty to use work or any portion thereof in respect of which a completion-certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of this work for the issue of completion certificate.

GC-76 SCHEDULE OF RATES :

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

GC-77 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS :

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-in-charge and contractor's authorised agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorised representative and signed by contractor or his authorised agent in token of acceptance. If the 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.
2. Contractor will submit a bill in approved proforma in duplicate to the Engineer - in - charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, far as admissible, adjusted if possible, within 10 days of presentation of the bills.
3. In case of Tenders for completed items of work, contractor may be allowed 'Secured Advance' on the Security of materials brought to site for execution of the constructed items of work the extent of 75% of the value of materials of unperishable nature and an agreement bedrawn up with contractor under which the owner secured a lien on these materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be post-poned till the whole work is completed but shall be adjusted from his work done or the materials used, the necessary deductions being made when the items of work in which they are used and are billed for. When the mode of measurement is not covered by contract for any item of work it shall be as per latest I.S.I.

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

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

GC-79 NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :

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

GC-80 PAYMENT OF CONTRACTOR'S BILL :

1. The price to be paid by the S.M.C. to contractor for the work to be done and for the performance of all the obligations under taken by the contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-in-charge.

2. No payment shall be made for work costing less than Rs.5,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs.5,000/- contractor on submitting the bill thereof will be entitled to receive a monthly payment, proportionate to the part thereof, approved and passed by Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit, etc. The payment shall be released to the contractor within Thirty (30) days of submission of the bill in case of running bill and within two (02) months in case of final bill, contractor shall present the bill duly pre-receipted on proper revenue stamp.

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

GC-81 FINAL BILL :

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

GC-82 RECEIPT FOR PAYMENT :

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

GC-83 COMPLETION CERTIFICATE :

1. When the contractor fulfil his obligation as per terms of contract he shall be eligible to apply for completion certificate. Contractor may apply for separate completion certificate in respect of each such portion of work by submitting the completion documents alongwith such application for completion certificate.

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

2. Within 2 (Two) month of completion of work in all respect contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed, until all (1) scaffolding, surplus materials and rubbish is clearing off site completely (2) until work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive and (3) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-in-charge. If contractors shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-in-charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose of the same he thinks fit.

3. The following documents will form the completion documents :

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

4. Upon expiry of the period of defects liability and subject to Engineer-in-charge being satisfied that work has been duly maintained by contractor during the defects liability period as fixed originally, or as external subsequently and the contractor has in all respects made up by subsidence and performed all his obligations under contract, the Engineer-in-charge shall (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-in-charge notwithstanding previous entry upon and taking possession, working or using of the same or any part thereof by owner.

5. Final Certificate only Evidence of Completion :

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

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

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

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

The income tax, sales tax and any other taxes as per Government rule will be deducted from the running account bill as per rules from time to time.

(i) No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of technical interpretations of conditions or any such matter or otherwise on the ground of any allegation of fact that incorrect information was given to him in the tender or by any person. Whether in the employment of the client or consultant nor not, failure on his part, to obtain correct information. The tenderer shall not be relieved of any risks or obligations imposed upon or undertaken by him, under the contract, or any such ground or on the ground that he did not or could not foresee any matter, which may in fact, after or have affected the execution of the work.

(j) **GST** (Goods & Service Tax) has come in existence from 1st July 2017. Contractor / Successful Bidder is bound to pay amount of GST prescribed by the Govt. of India as per the terms of Contract agreed upon during the course 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 to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (thirty) Days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the successful Bidder / Contractor, failing which, SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.

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

GC-85 INSURANCE :

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

1. Employees State Insurance Act :

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

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

2. Workman's Compensation And Employees Liability Insurance :

Insurance shall be effected for all contractors employees engaged in the performance of this contract. If any part of work is sublet, contractor shall require the sub-contractor to provide workmans' compensation and employer's liability insurance which may be required by owner.

3. Other Insurance required under law or regulation by owner :

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

GC-86 DAMAGE TO PROPERTY :

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or Procured by owner or of other Agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence or will full act or ommission of contractor, his employees, agent representatives or Sub- contractors.

2. Contractors shall indemnify and keep owner harmless of all claims for damage to properties other than S.M.C's property arising under or by reasons of this agreement if such claims result from the fault and / or negligence or wilful act of ommission of contractor,his employees, agents, representatives or sub-contractors.

GC-87 OUR LAWS AND REGULATIONS :

1. The contractor shall be responsible for the strict compliance of and shall ensure strict compliance by his sub contractor employees and agents of all labours and others laws, rules or regulations having the force of law affecting the relationship of employer and employee between the contractor/ sub-contractor and their respective employees.

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

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

4. The Contractor and sub-contractors of the contractor shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract Labour Abolition and Regulation Act 1970,) in so far as applicable) any and all such 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- contractors,

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 TO INDEMNIFY OWNER :

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman/ employee of the contractor or any sub-contractor and or from any liability and way to any workman / employee of the contractor or any sub-contractor under any law, rule or regulations having the force of law, including but not limited to claims against the owner under the workman compensation Act 1921. The employees' Provident Funds Act 1952 and/or the Contract Labour (Abolition and Regulations) Act, 1970.

2. Payment of claims and damages :

If owner has to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.

3. In every case in which by virtue of any provision applicable in the workman's Compensation Act 1921 or any other Act, be obliged to pay compensation to workman employed by Contractor the amount of compensation so paid, and without prejudice to the rights of S.M.C. under sec.(12) Sub-section (2) of the said Act, S.M.C. shall be at liberty to recover such amount from any surplus due to the contractor or the security deposit. S.M.C. will not be bound to contest any claim made under section (12) Sub-section (2) of the said Act except or written request of Contractor and upon the contesting of such claim.

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

GC-89 IMPLEMENTATION OF APPRENTICE ACT 1964 :

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

GC-90 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS :

Contractor shall comply with all the rules and regulations of the local sanitary authorities or as framed by owner from time to time for the protection of health and sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-91 SAFETY CODE :

GENERAL :

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's safety rules and set forth herein.

1. First Aid and Industrial Injuries :

1.1 Contractor shall maintain first aid facilities for its employees and those of his sub-contractor.

1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in contractor's field office.

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

2. General Rules :

2.1 Carrying, striking, matches, lighters inside the project area & smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, hot work shall be permitted without valid gas safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-contractors/employees in this regard.

3. Scaffolding :

3.1 Suitable scaffolding shall be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra man 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 good 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 of 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.

6. Enforcement of Safety Regulations :

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

7. No Exemption :

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

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

GC-92 ACCIDENTS :

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

In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII of 1921 including all modification thereof whether such compensation may become payable by the contractor or by the Municipal Corporation as principal employer, the Engineer-in-charge may retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labour commission in regard to quantum of compensation, the difference in amount will be adjusted.

GC-93 It is clarified that if the contractor makes his own arrangements for water required for construction and labour camp etc. by drilling bore. No water charges will be recovered from the contractor. On the otherhand, even if the contractor is not taking connection and makes other arrangement to use Municipal water by tanker or tapping water from near private connection even so water charges shall be recovered as per relevant condition of the tender.

GC-94 Responsibility of contractor under Construction and Demolition Waste (C & D Waste) rules 2016

- Contractor shall remove all Construction and Demolition Waste (C & D Waste) and clean the area every day, or depending upon (1) the type & schedule of work, (2) The quantity and type of waste generated, appropriate storage and collection facility shall be developed at site. Reasonable timeframe shall be worked out in consultation with engineer in charge of the project, for storage & usage of C & D Waste.
- If it's found that contractor is irregular and showing negligence to management of C & D Waste, then If deem fit, Engineer in charge would arrange to dispose the said C & D Waste through an Authorized C & D Waste Contractor/agency of Surat Municipal Corporation and All the expenditure made towards disposal of this C & D Waste shall be recovered from the contractor as per the prevailing charges.
- Contractor shall have to bear the expenses towards management of C & D waste as per the prevailing norms, no extra payment shall be entertained for the same.
- Contractor shall keep record of the generation and disposal of Construction and Demolition waste (C & D Waste) and proof of its disposal as per the provision of C & D Waste rules and he has to submit along with running bills.
- If contractor fails to upkeep and maintain records of C & D Waste Generation-Disposal records etc., then it shall be calculated as per the provision of the Standing Committee Resolution no 1620/2016, Dt: 01/10/2016 and charges shall be recovered from due of contractor with Surat Municipal Corporation.
- Contractor shall also ensure use of recycled products made from SMC authorized C & D Waste management project.

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION,

SIGNATURE OF THE BIDDER.

SCHEDULE – A (Not Applicable)**ADDITIONAL INSTRUCTION FOR CEMENT AND STEEL: (SCHEDULE-A)**

The Surat Municipal corporation shall not issued cement and reinforcement steel to be used for this work.

The cement and reinforcement steel required for the above said work shall be procured by contractor at its own cost.

Contractor shall make his own arrangement to procure all materials, cement and reinforcement steel.

The cement, reinforcement steel and rough kotah stone (water table) required for the above said work shall be procured by contractor at its own cost.

The brands for cement shall **Ambuja, Ultratech, Sanghi, Hathi, Sidhhi, JK Laxmi**, company confirming to IS-12269/87 latest amendment ISO-9000 of 53 grade only.

Approved make of TMT reinforcement steel :- **TATA, SAIL, Rastriya Ispat, Electrothurm, National, Gallantt Metal Ltd. (Conditional), Mono Steel** as per confirming to IS 1786/85 latest amendment TMT Fe-415/Fe-500. TMT Steel shall be purchased by only manufacturing company/Authorised dealer/ Distributor/ Stockist only shall be allowed to use 6 mm plain steel shall be as per IS 1962/99 2062/99 with latest emendment of any brand/make.

Any of the above mentioned brands of Cement and Reinforcement steel shall only be used by the contractor at the time of execution.

WASTAGE OF CEMENT AND REINFORCEMENT STEEL:

As the contractor is to bring the cement and steel, the question of considering the wastage on the basic of issue rate does not arise i.e. no separeate payment shall be made for any kind of wastage in the materials. The payment for reinforcement bar will be made on theoretical weight basis. The weight shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of MS/HYSD (TMT) bar as mentioned in IS Code No. 1786.

The steel consumption eighter less than 7.5% of the standard consumption shall be penalised either at the double existing corporation issue rate or the prevailing market rate, whichever is more.

Similarly, for cement also, the less consumption beyond 5% shall be penalised at the double existing corporation issue rate or the prevailing market rate, whichever is more.

The test certificates regarding its property including indication of its Thermo-Mechanically treated must accompany every lot and shall be submitted to Surat Municipal Corporation before utilizing the same. Unless and until such certificate is submitted, the steel procure at site will not be allowed to be used.

Cement, Reinforcement steel and other materials:

The cement and steel shall not be issued by SMC

- (1) Penalty for cement shall be levied as below against variation than the actual consumption:

- (a) No penalty if actual total consumption is equal to or more than standard theoretical total consumption. For over consumption of cement no extra payment shall be made.

NOTE: Basic Rate for the month of May-2021 (1) High strenth TMT steel Rs.66,000/- Per MT

(2) High strenth TMT CRS steel Rs.69,000/- Per MT (3) Cement is Rs.6,700/- Per MT

- (2) The payment for reinforcement bar will be made on theoretical weight basis but not exceeding actual procurement at site. The weight shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of MS/HYSD (TMT) bar as mentioned in IS Code No. 1786/85.
- (3) No separate payment shall be made for any kind of wastage/excess consumption in the materials.
- (4) Ultimately the liability for assurance of the good quality work as per tender provision lies with the contractor.

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

Signature of the Contractor:-

Date

MEMORANDUM

1.	General Description of work	:	ITEM RATE TENDER FOR CLEANING UNDER GROUND WATER SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN SOUTH WEST (ATHWA) ZONE, SURAT.
2.	Estimated Cost	:	- - -
3.	Earnest Money Deposity	:	Rs.5,000.00
4.	Initial Security Deposit	:	Rs. 2% of Tender Amount
	(i) Cash/DD/Pay order (not less than the amount of earnest money)	:	
	(ii) To be deducted for current bills	:	Rs. 2% of each Running Bill Amount
	Total Deposit	:	Rs. 4% of Tender Amount. (Refer GC-10)
5.	Time allowed for the completion of work from date fixed in written order to commence	:	12 (TWELVE) Months (Including Monsoon)
6.	Compensation for delayed work under Clause 2	:	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent (10%) of the contract price.
7.	The progress of work should confirm to the following schedule	:	Not Applicable
	10% of the work to be done in	:	
	40% of the work to be done in	:	
	70% of the work to be done in	:	
	100% of the work to be done in	:	
8.	Percentage to be retained from running Account Bills	:	5 % (Five Percent)
9.	Defect Liability Period	:	Not Applicable
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.	:	1% of Work Done Amount in R.A.Bill

Executive Engineer,
South West (Athwa) Zone
Surat Municipal Corporation,

Contractor Signature with
Address:
Date :

SURAT MUNICIPAL CORPORATION
South West (Athwa) Zone
CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY
FOR WATER CHARGE (As per City Engineer Note No.386, dtd.30/7/2012) (Not Applicable)

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

OPTION-1:

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

OPTION-2:

If contractor wants to use Municipal Water he has to follow procedure within below:

1. Contractor has to apply for water connection by Municipal Licenced plumber in prescribed form.
2. Contractor has follow all procedure with his own expenses.
3. According to rule Municipal Corporation issue bill to contractor for consumption of water and contractor has to paid it within stipulated time and contractor has submit one copy of bill and payment receipt to concern department. If contractor fail to pay the bill the amount of bill/paid receipt can be recover from contractor's bill.
4. If Municipal Corporation network is not available then Contractor can make arrangement of water tanker from nearby distribution center after depositing required amount.
5. After completion of work contractor 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 has to make his own arrangement for good quality construction water and has to follow the option-1.
7. if contractor is taking water connection or even if the contractor is not taking connection and makes other arrangement to use Municipal Water by tanker or tapping water from near private connection, water charges shall be recovered at the rate of **3% (THREE Percent)** of the civil items in which water consumed.
- (2) The contractor 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.

Executive engineer,
South West (Athwa) Zone
Surat municipal corporation,

Signature of the contractor.

IMPORTANT INSTRUCTION-A TO THE CONTRACTOR

- (1) This tender document containing Page No. **01 to 76** 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 shall not be intend to do so.
- (3) Following Certificate shall be enclosed with tender.
 - (a) Solvency Certificate amounting of 20% of tender amount. (**For this Work minnum Rs.100000.00 (One Lakh Only) amounting Solvency certificate Reuired**)
 - (b) GST Registration
 - (c) Pan card.
 - (d) List of work done by Contractor with its volume.
 - (e) **Experience of having successfully completed similar works during last 5 years (Govt. or Semi Govt. Works) of the Cleaning Under Ground / Overhead Water Tank**
- (4) This is annual rate contract, It the work given to one or more Contractors, the time limit shall be as per memorandum of the tender.

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

SIGNATURE OF THE CONTRACTOR.

IMPORTANT INSTRUCTION-B TO TENDERER

1. -----

Affix latest	
passport size	
photo of	
tenderer	

Specimen Signature of the Contractor

2. -----

1	2	3	4	
AFFIX LATEST PASSPORT SIZE PHOTOGRAPH OF ALL PARTNERS				
IN CASE OF PARTNERSHIP AGENCY				

Specimen signature of all partners incase of partnership agency.

1. _____

Submission of Registered

2. _____

Agreement is compulsory

in case of partnership

3. _____

agency.

4. _____

3. Submission of income tax returns certificate of last three years is compulsory for tenderer submitting agency.

4. Submission of sale tax certificate, with proof of residence is compulsory for tenderer.

5. In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.

6. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of SMC.

7. The specimen signature of contractor will be cross checked by Account Department of SMC, in case of representative of Contractor alongwith letter of authority of a person who signed an agreement, receives payment.

8. In case of octroi applicable to the goods of supplier/tenderer, the tenderer/supplier has to submit an attested copies of Xerox of all octroi receipts.

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION,

SIGNATURE OF THE CONTRACTOR.

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 from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor 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, shall be considered only if the contractor 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 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.
20. The contractor 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.
24. Approval to any or the executed items for the work dose not in any way releive the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

SIGNATURE OF THE CONTRACTOR.

ANNEXURE-B

- E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly, offer /tenders of those tenderers whose E.M.D. & tender fee is receive electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main office) within 7 days from the last date of submission of price bid. Punitive action shall be initiated for non submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E-tendering code for one year. All documents in supporting of bid shall be in electronic format only thorough online (by scanning) during the budding period & hard copy will not be accepted separately.
- All documents must be coloured scanned to be seen as original, Scanning in black and white or gray shall not be acceptable.
- All the documents must be notarized with clearly displaying stamp, number and name of the notary.

"Following Documents shall only be submitted in HARD COPY to Surat Municipal Corporation by all bidders."

- Earnest Money Deposit as mentioned in the tender. (i.e. D.D./Pay Order)
- Tender Fees as mentioned in the tender.

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 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 whichever 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 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.
- 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 any 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 contractors 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 shall carry out the instruction of P.M.C.
- 12) Third party inspection shall be deployed by S.M.C.
- 13) The contractor 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.

EXECUTIVE ENGINEER,
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION ,
SURAT.

SEAL AND SIGNATURE OF BIDDER.

SURAT MUNICIPAL CORPORATION
South West (Athwa) Zone

<u>Name of Work :</u>	ITEM RATE TENDER FOR CLEANING UNDER GROUND WATER SUMP USED FOR SUPPLYING WATER IN BHIMPOR, SULTANABAD, DUMAS, KADI FALIYA GANTAL AREA IN SOUTH WEST (ATHWA) ZONE, SURAT.
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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.5,000.00** shall be retained by the Surat Municipal Corporation towards account of such security deposit as foresaid

Signature of the Contractor

Address :

સુરત મહાનગરપાલિકા
સાઉથ વેસ્ટ (અઠવા) ઝોન

કામનું નામ:— સાઉથ વેસ્ટ (અઠવા) ઝોન માં આવેલ ભીમપોર , સુલતાનાબાદ, ડુમ્મસ અને કાદી ફળીયા ગામતળ વિસ્તારમાં પાણી પુરવઠો પુરો પાડવા માટે ઉપયોગમાં લેવામાં આવતા અંડર ગ્રાઉન્ડ પાણીના સંપને આઈટમ રેટ ટેન્ડરે સાફ-સફાઈ કરવાનું કામ.

કામગીરીની શરતો:—

- (૧) ઈજારદારે ટાંકીમાં રહેલ પાણી મોટર તથા માણસો ધ્વારા ખાલી કરવાનું રહેશે.
- (૨) ટાંકીમાં રહેલ પાણી ખાલી કરવા તથા સફાઈ કરવા માટે જરૂરી વિદ્યુત પુરવઠો ઉપલબ્ધ ન બને તો ઈજારદારે વિકલ્પ રૂપે સ્વખર્ચે જનરેટર ધ્વારા વિજ પુરવઠો મેળવવાની વ્યવસ્થા કરવાની રહેશે.
- (૩) ટાંકીના તળીયા તથા અંદરની દિવાલોની સપાટીને પાણી તથા બિન હાનિકારક કેમીકલથી એરકોમ્પ્રેસર ધ્વારા સાફ કર્યા બાદ ફરીથી શુદ્ધ પાણી ધ્વારા સાફ કરવાના રહેશે અને ત્યારબાદ ભીની સપાટીને સુકવવાની રહેશે.
- (૪) ટાંકીમાં ઉતરવા-ચઢવાની વ્યવસ્થા ઈજારદારે કરવાની રહેશે.
- (૫) ટાંકીની સફાઈ દરમ્યાન મ્યુ.મિલ્કતોને કોઈ પણ પ્રકારનું નુકશાન થશે તો તે અંગેનો ખર્ચ ઈજારદાર પાસેથી વસુલ લેવામાં આવશે.
- (૬) ટાંકીની સફાઈ દરમ્યાન ઈજારદારે નિકળેલ કચરોનો યોગ્ય રીતે નિકાલ કરવાનો રહેશે. તેનું અલગથી કોઈપણ ચુકવણી કરવામાં આવશે નહીં.
- (૭) આ કામગીરી દરમ્યાન ઈજારદારે સલામતીના તમામ પગલા લેવાના રહેશે અને તેમ છતાં કોઈપણ પ્રકારનો અકસ્માત થાય તો તેની જવાબદારી એકમાત્ર ઈજારદારની રહેશે.
- (૮) ઈજારદારે કામગીરી માટે ઉપયોગમાં લેવનાર મશીનરી, કેમીકલ, અન્ય જરૂરી માલસામાન તથા મજૂરી ધ્યાને લઈ ભાવ દર્શાવવાનો રહેશે.
- (૯) ટાંકીની સફાઈ માટેનો સમયગાળો ટેન્ડર મંજૂર બાદ અત્રેથી નક્કી કરવામાં આવશે. તે સિવાય પણ જરૂરીયાત ઉભી થયે અત્રેની લેખિત/ મૌખિક સૂચના મુજબ જે-તે મિલ્કતની ટાંકીનો સાફ કરવાની રહેશે.

માપણીની વિગત:—

કામ શરૂ કરતાં પહેલા ઈજારદારે અથવા તેના અધિકૃત પ્રતિનિધિએ મહાનગરપાલિકાના કર્મચારી સાથે રૂબરૂમાં જે-તે ટાંકીઓના માપ લેવાના રહેશે. સદર માપોના આધારે જ ઈજારદારને બીલની ચુકવણી પ્રતિ લીટર પ્રમાણે કરવામાં આવશે.

- અંડરગ્રાઉન્ડ તથા ઓવરહેડ આર.સી.સી ટાંકી માટે
ટાંકીની અંદરથી અંદર ની [લંબાઈ (મીટર) × પહોળાઈ (મીટર) × ઉંચાઈ (મીટર)] × ૧૦૦૦

ઈજારદારની સહી

કાર્યપાલક ઈજનેર
સાઉથ વેસ્ટ (અઠવા) ઝોન
સુરત મહાનગરપાલિકા
સુરત.

સરનામું:—

તારીખ:—

LIST OF PROPERTY

➤	Water Supply Tank / Sump
1.	Bhimpore Japtisath
2.	Bhimpore Sultanabad Bus stand
3.	Sultanabad Old police Chocky
4.	Sultabad near Dumas Health center
5.	Aambavadi
6.	Dumas Sump No 1
7.	Dumas Sump No 2
8.	Dumas Sump No 3
9.	Dumas Kadi Faliya