

SURAT MUNICIPAL CORPORATION



SOUTH WEST (ATHWA) ZONE

NAME OF WORK:- Item Rate Tender For Maintenance And Repairing Work Of Existing Physical Fitness Equipments In Various Municipal Garden/Shantikung In South West (Athwa) Zone.

**TENDER NOTICE (ON LINE) NO: DY. COMMISSIONER/S.W.(ATHWA)ZONE
/NO.01/2026-27**

WORK NO.13

VOLUME-I TECHNICAL BID

TENDER TO BE SUBMITTED TO:
THE CHIEF ACCOUNTANT,
SURAT MUNICIPAL CORPORATION, TAPI BHAVAN, SHRI TAPIPURA,
SURAT – 395 003

YEAR 2026-27

SURAT MUNICIPAL CORPORATION

SOUTH WEST (ATHWA) ZONE

NAME OF WORK : Item Rate Tender For Maintenance And Repairing Work Of Existing Physical Fitness Equipments In Various Municipal Garden/Shantikung In South West (Athwa) Zone.

E- TENDER

**TENDER (ON LINE) NOTICE NO. DY. COMMISSIONER/ S.W.(ATHWA)ZONE
/NO.01/2026-27**

WORK NO.13

VOLUME-I : TECHNICAL BID

Downlodging of Tender Documents including Addenda Corrigendum if any	:	From Dt. 22/06/2026 to Dt. 07/07/2026 upto 18.00 hrs.
Last Date of Online Query submisson	:	Bidders shall have to post their queries on E-Mail addresss exen.sez@suratmunicipal.org on or before Dt.00/00/2022 upto 11.00 AM
Last date of online submission of Tender documents (Technical Bid with duly filled & duly signed forms and Price Bid)	:	On or Before Dt. 07/07/2026 upto 18.00 hrs
Submisson of PQ Supporting documents mentioned in Technical bid i.e. Tender fee, EMD & Addenda-Corrigendum, Affidavit if any in Hard copy. (Physical Submisson only)	:	In sealed envelope, up to Dt . 16/07/2026 upto 18:00 Hrs. to “ The Chief Accountant, Surat Municipal Corporation, Tapi Bhavan, Shri Tapipura, Surat – 395 003 ”, by R.P.A.D./Government Speed Post Only
Opening of Tender Documents	:	On Dt. 08/07/2026 16.00 hrs. (Probable)
Estimated Amount	:	Item Rate
E.M.D.	:	Rs. 30,000.00
Document Fees	:	Rs. 1770.00 (WITH GST 18 %)
Class	:	Class "E-1" AND ABOVE

TENDER TO BE SUBMITTED TO:
THE CHIEF ACCOUNTANT,
SURAT MUNICIPAL CORPORATION, TAPI BHAVAN,
SHRI TAPIPURA,
SURAT – 395 003.

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

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SURAT MUNICIPAL CORPORATION
SOUTH WEST (ATHWA) ZONE

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 **Dt. 22/06/2026 to Dt. 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.

(B) NAME OF WORK: Item Rate Tender For Maintenance And Repairing Work Of Existing Physical Fitness Equipments In Various Municipal Garden/Shantikung In South West (Athwa) Zone.

- | | |
|--------------------------|---|
| 1. Estimated Cost | : Item Rate |
| 2. Earnest Money Deposit | : Rs.30,000.00 |
| 3. Time Limit | : 12 (Twelve) months (Including monsoon) |
| 4. Document Fee | : Rs.1770.00 (WITH GST 18 %) |
| 5. Registration required | : Class "E-1" AND ABOVE |

(C) OPENING OF TENDERS :

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

Note:- The tender fees and EMD can also be paid as mentioned in the Point 1. (D)

(D) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from smctender.nprocure.com from **Dt.22/06/2026 to Dt.07/07/2026** up to 18.00 hrs.

Tender documents fees of **Rs.1770.00 (WITH GST 18 %)** per set which is required for submission of tender towards the cost of tender documents in pay order or by demand draft of any nationalized bank, in favour of "Commissioner, Surat Municipal Corporation, Surat" payable at Surat and shall be submitted alongwith EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. Surat Municipal Corporation shall not be liable for any postal delay in any case.

- E.M.D & Tender Fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. this submission shall mean that E.M.D and tender fee are received for purpose of opening the bid. Accordingly, offer/tenders of those tenderers whose E.M.D & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main Office) within stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D. 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 6 (six) months. 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.
- **Price Bid shall have to be quoted strictly online only. No hard copy of price bid shall be accepted.**
- **Addenda/corrigenda to these Bid documents , if issue must be signed and submitted online and also in hard copy.**
- **As per City Engineer Note No.61, dtd. 16/05/2021**

It is noted that due to Covid-19, tenderer can also pay their Tender Document Fee and EMD (Earnest Money Deposit) by NEFT/RTGS/IMPS separately and must mention UTR No./Transaction ID No. separately for Tender Fee and EMD with receipt while uploading the tender. Bank detail for that is as per below:

DETAIL OF BANK

ACCOUNT NAME	:	SURAT MUNICIPAL CORPORATION
BANK NAME	:	KOTAK MAHINDRA BANK LTD.
BRANCH	:	PIPLOD BRANCH, SURAT
TYPE OF A/C	:	SAVING ACCOUNT
ACCOUNT NO.(VIRTUAL ACCOUNT CODE) :		SMCSEZ
IFSC CODE	:	KKBK0000877
MICR	:	395485002

If the tenderer choose to pay the tender fee and EMD online, the tenderer shall have to mention UTR No./Transaction ID No. in place of DD/Pay order no. while uploading the tender and also upload the documents mentioning UTR No./Transaction ID No. for Tender Fee and EMD.

(E) CONTRACT PERIOD:

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

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

- (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.30,000.00**
- (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. As per clause no. IT-27 and GC-10
- (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
- (g) Surat Municipal Corporation may withhold issuance of the Notice of proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
- (h) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (i) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (j) **All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.**
- (k) **Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.**
- (l) GST clearance required each month & also match on line required as per requirement of GST department.

(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. Annexure I to VIII along with all necessary supporting documents
- d. Bank solvency

- e. Pan Card
- f. GST Registration
- g. Power of attorney
- h. Partnership deed in case of Partnership firm.

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

- a. Tender fees in prescribed format
- b. Earnest Money Deposit in prescribed format
- c. Affidavit of Annexure-VII on Non Judicial Stamp Paper as per prevailing norms of Govt. of Gujarat
- d. Anti-Blacklist Certificate on Non Judicial Stamp Paper as per prevailing norms of Govt. of Gujarat (Annexure-VIII)
- e. Addenda-Corrigendum (if any) duly signed by Contractor And Other necessary documents mentioned in Technical Bid (if any)

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

(H) Tender Validity Period :

The validity period of the tender submitted for this work shall be of one hundred twenty (120) calendar days from 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, 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 Surat Municipal Corporation does not appear to be in its best interest and the tenderer shall have no cause of action or claim against Surat Municipal Corporation or its officers, employee, successors or assignees for rejection of this tender.

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. 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 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 Surat Municipal Corporation.

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

SIGNATURE OF THE CONTRACTOR WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

SURAT MUNICIPAL CORPORATION

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) Recent/Fresh Solvency certificate from Bank or a Revenue Officer of an amount up to 20% of the Estimated 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 Nationalised Bank drawn in favour of the Municipal Commissioner. Earnest Money by cheque shall not be accepted. The tender fee and EMD can also be paid as mentioned in **City Engineer Note No.61, dtd. 16/05/2021.**
- (4) 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 and a copy of last three years income tax return. Also provide GST Number and necessary documents as per Govt resolution.
- (5) **Copies of certificate as regards previous experience of Govt. or Semi Govt. Dept., if any must accompany the tender. An attested copy of registration with MES, Various department of State Govt., Surat Municipal Corporation, CPWD etc.**
- (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, errasures & 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 works 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 completed with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the suidence 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 carrying out the work or any conditions or correction made in any code or made of Schedule-'B' or specifications.
 - (ii) Any of the page or pages of the tender is removed or replaced.
 - (iii) All corrections, additions or pasted slips are not initaled by the tenderer.
 - (iv) Any erasures is made by him in the tender
 - (v) The tenderer or in the case of a firm, each partner or person holding the power of attorney thereof does not signed or signature/s is/are not attested by awitness on relevant page of the tender in the space for the purpose.

- (12) In respect of the tenders from the co-operative society, a latest solvency certificate of an amount equal to 20% of the amount of the work put to tender will have to be produced along with the tender or a certificate regarding the borrowing capacity if the society issued by the legal Assistant, Directorate of Cottage Industries will have to be produced along with the tender.
- (13) (1) The several documents forming the contract are the essential part of the contract and requirement occurring in one is as binding as through occurring in all, they are intended to be mutually explanatory and complementary and to described and provide for a complete work.
- (2) In the event of any discrepancy, the several 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 sealed dimensions.

- (b) Description :
- (i) Schedule-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 manner 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 omission 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 maintenance.
- (5) Plans are for rough guidance only when detailed plans are received from the Architect of corporation during the course of execution the same will supersede previous plans
- (14) The contractor should appoint a qualified engineer and he must remain present on site during working hours.
- (15) The Quantity mentioned in the scheduled "B" is Tentative (indicative) for each item. Tenderer shall have to execute the concerned work/item as per the site condition and payment shall be made accordingly as per the actual measurement of the particular item.

(16) As per Commissioner Note No.C.N.129, dtd. 9/9/2016

- **E.M.D & Tender Fee shall be submitted in electronic format only through online(by scanning) while uploading the bid. this submission shall mean that E.M.D and tender fee are received for purpose of opening the bid. Accordingly, offer/tenders of those tenderers whose E.M.D & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee ,bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main office) within stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D .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 06 (six) months. 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 notarized with clearly displaying stamp, number and name of the notary.

SIGNATURE OF THE CONTRACTOR
WITH
ADDRESS:
DATE:

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

DECLARATION FORM

- (1) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situation regarding Materials, labour and other factors pertaining to the work before submitting this tender.
- (2) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other tender documents of this work and agree to execute the same accordingly.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

INSTRUCTION TO TENDERERS

IT-01 GENERAL :

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

IT-02 INVITATION TO TENDER:

The Surat Municipal Corporation hereinafter referred to as the Corporation will receive tenders for the **Item Rate Tender For Maintenance And Repairing Work Of Existing Physical Fitness Equipments In Various Municipal Garden/Shantikung In South West (Athwa) Zone.** as per the specifications in the tender documents. The tenders shall be opened in presence of opening authority 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.

Mainly tenderer shall fulfill following the pre-qualification.

(a) QUALIFYING CRITERIA OF BIDDER

Sr. No.	Criteria	Documents required for complete submission
1.0 Financial		
1.1	Average Annual financial turnover during the last 3 years, ending 31/03/2023, should be at least 30% of the estimated cost.	Copy of certificate from Chartered Accountant along with copy of Balance sheets.
1.2	Solvency Certificate Recent/Fresh Solvency certificate from bankers of schedule bank / nationalized bank. Minimum value of solvency shall be 20% of estimated cost of the Tender	from bankers of schedule bank / nationalized bank
2.0 Registration		
2.1	Minimum "E-1 & Above" class Registration Class with any government, semi government organization.	Registration Certificate
2.2	Power of attorney, partnership deed or registration deed.	Attested copy should be submitted
3.0 Relevant Experience		
3.1	Experience of having successfully completed similar works during last 7 years.	Must be Submitted in the Format Of Form 3A.
4.0 Other details		
4.1	Black List The Bidders shall note that in case the Bidder is blacklisted / stated as defaulter / barred participating in tenders by any of government agencies / semi government agencies or any other equivalent agencies during last 5 years then in that case, the Bidders will be disqualified and will not be allowed to participate in the bidding process, though bidder satisfies	AFFIDAVIT and ANTIBLACKLIST

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

Similar work means MAINTENANCE & REPAIRING WORK OF EXISTING PHYSICAL FITNESS EQUIPMENTS AND PLAYING EQUIPMENTS works only (In Form 3A Format)

- of
- (b) Turnover during last 3 years, ending 31st March of previous financial year should be atleast 30% Estimated Cost. An attested copy of annual turnover (**CA certified**) for last 3 years should be enclosed.
 - (c) Recent/Fresh Solvency certificate from bankers of schedule bank/Nationalized bank for the 20% of tender amount. Tenderer has to submit higher amount of bank solvency if so desired by The Commissioner.
 - (d) An attested copy of registration with MES, Various department of State Govt., Surat Municipal Corporation, CPWD etc.
 - (e) The works carried out for Government or Semi-Government or ULB shall only be considered for qualification. The necessary work completion certificate from not below the rank of Executive Engineer shall only be considered.
 - (f) List of the works already complete in last 7 years in prescribed proforma as per Annexure-I and attested copies of certificates from head of the office concerned for completion of the works.
 - (g) To meet all financial criteria as indicated in notice inviting Bid (NIT), the bidder may consider following enhancement factors for the cost of works executed and financial figures to arrive at common base for the value of the works completed in India. Cut of month shall be considered from month of Bid submission.

Financial Year	Multiplying factor
Current year (2026-27)	1.00
One (2025-26)	1.10
Two (2024-25)	1.21
Three (2023-24)	1.33
Four (2022-23)	1.46
Five (2021-22)	1.61
Six (2020-21)	1.77
seven (2019-20)	1.95

*Here assessment year shall be reckon froms year and month in which Bid is submitted.

- (h) Bidder should indicate actual figures of cost and the amount for the work executed in Annexure-I without accounting for the above mentioned factors.
- (i) Declaration regarding the work on hand with the tender should also be given in prescribed proforma as per Annexure-II. Attested copies of work orders, interim certificates if any shall also be attach as supporting documents.
- (j) Attested copy of partnership deed, power of attorney etc.
- (k) Application Received from joint venture / consortium shall not be considered.
 - attested copy of partnership deed, power of attorney etc.
 - passport size photographs of partner / all partners on relevant page of technical bid.
 - Tenderer shall submit only one tender for the work put to this tender.
 - Tenderer shall submit the certificate of Employers code number under EPF Act.

- (l) Even though the Bidder meets the above criteria, they are subject to be disqualified if they have
 - i) Made misleading or false presentations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or
 - ii) During verification if it is found from client that of poor performance such as abandoning the works, litigation history, or financial failure and abnormal delay in work etc.
 - iii) Being debarred by R & B / PWD Dept. or any State / Central Government department as on the date of application - Even if the joint venture is debarred by R & B / PWD Dept. or any State / Central Government department as on the date of application each partner of joint venture is considered as debarred.
 - iv) Regarding Litigation in case where Bidder or JV partner or MOU Partner is involved in illegal practice like any activities of corruption, coercive practice or debarred/blacklisted in last 7 years by Any Govt / Organization in respect of performance of Bidder / MOU partner /JV partner, it is to state that Surat Municipal Corporation authority requires that bidders under this contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this, Surat Municipal Corporation authority (1) Will reject a proposal for award if it determines that the bidder has engaged in any corrupt or fraudulent practices in competing for this contract or in past history and (2) Will reject a proposal if it found debarred/black listed by any State Govt. /Govt. of India.
 - (m) The Bidder shall note that in case the Bidder/MOU partner is blacklisted/stated as defaulter /barred participating in Bids by any of government agencies/semi government agencies in India during last 07 years then in that case, the Bidder will be disqualified though the bidder satisfies all the pre qualification conditions mentioned above.

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 IT-17 here of.

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 Vailidity 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) IndusInd 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) TamilIndu Mercantile Bank
- (26) Ujjivan Small Finance Bank
- (27) YES Bank
- (28) Ahmedabad Mercantile Co-op. Bank
- (29) Nutan Nagrik Sahakri Bank Ltd
- (30) Rajkot Nagrik Sahkari Bank Ltd
- (31) Sarswat Co-operative Bank Ltd.
- (32) SBPP Co-op 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 Ltd.
- (38) The Baroda Central Co-oprative 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. 30,000/-** 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/Scheduled 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 attested photo copy of the PAN card and a copy of last three years income tax return. Also provide GST Number and necessary documents as per Govt resolution.

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 parts of the tender

IT 10 SUBMISSION OF TENDERER DOCUMENT :-

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

Note :-

Demand draft for E.M.D & Tender Fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. this submission shall mean that E.M.D and tender fee are received for purpose of opening the bid . Accordingly offer of those shall be opened whose E.M.D and tender fee is received electronically. However for the purpose of realization of D.D bidder shall send the D.D in original through RPAD/Speed post so as to reach to Account Department (Main office) within stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D.

penalative action for not submitting D.D in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E – tendering code for 06 (six) months.

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

All document must be colour scanned to be seen as original. scanning in black and white or grey shall not be acceptable.

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

All necessary documents mentioned in Technical bid (if any). shall be submitted online.

"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)
- Tender Fees as mentioned in the tender.
- Annexure-A (Affidavit)

All necessary documents mentioned in Technical bid (if any). 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.30,000.00** The tenderer will pay **Earnest Money Deposit by Pay Order/Demand Draft** or Bank Guarrantee issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank or **as per City Engineer Note No.61, dtd. 16/05/2020** the tenderer can pay EMD through online by NEFT/RTGS/IMPS as mentioned in Clause 1 (D) on page Number 8 of Technical bid Vol. I (Part-I).
 - (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, The Surat Municipal Corporation and other factors bearing influence on the execution and cost of the works.
5. E.M.D., Tender Fee and other necessary document in hard copy shall be received by Registered Post A.D. or by Speed Post through Postal Authority only by the **Chief Accountant, Surat Municipal Corporation, Tapi Bhavan, Shri Tapipura, Surat - 395 003** upto Dt. **16/07/2025 up to 18:00 hrs.**

The Technical Bid will be opened probably on **Dt.08/07/2026, 16:00 hrs (Technical Bid- Soft Copy) (Probable) & Dt.17/07/2026, 18:00 hrs. (Technical Bid-Hard copy) onwards (Probable)** in the presence of the tenderers, who shall remain present in the office of "Tender opening officer, Surat Municipal Corporation, Surat. Late tenders (i.e. tenders received after the specified time of opening), delayed tender (i.e. tenders received before the time of opening but after due date and the time of receipt of tender) shall not be considered at all. Tenders received by Registered Post A.D./ Speed Post after the time and the date specified in the tender notice shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.
6. Tender shall stand rejected if:
 1. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
 2. The tenderer shall submit the tender which satisfied each and every conditions laid down in the notice tender documents, failing which the tender will be liable for rejection.
 3. Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
 4. Stipulates the validity period less than what is stated in the form or tender.
 5. Stipulates his own conditions.
 6. Does not quote his rates inclusive of Octroi duty and other terminal or sales tax or CENTRAL taxes in his rates.
 7. Does not disclose the full names and address of all his partners in the case of partnership firm.

8. Does not pay the Earnest Money Deposit by Demand Draft/Pay order or Bank Guarantee 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 Surat Municipal Corporation shall be payable by the Contractor.
14. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
15. Tender once offered can not be withdrawn except with the permission of head of the concerned department, Surat Municipal Corporation, Surat.
16. Item may vary with regards their quantities of necessities arise.
17. Every partner of the firm shall have to sign the tender documents otherwise the same will not be Considered.
18. If found necessary, the contractor may carry out the work in addition to the specified hour, with the written permission of Executive Engineer, but in that case, overtime to be paid to the staff engaged on site shall be borne by the Contractor.
19. The successful tenderer shall be required to enter in to agreement with Surat Municipal Corporation after placing the work order for the said work from Surat Municipal Corporation.
20. The successful tenderer may be required to furnish surety in accordance with IT-28 on stamp paper.
21. The tenderers are requested to give complete specification of work quoted.
22. 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.
23. The Price-bid will be opened only after technical clarifications are clarified.
24. 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 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 the payment of all the Central/ State/Local Bodies' Levies, taxes or duties etc.

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

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., are imposed during the course of the

contract, the same shall be borne by the Contractor / Successful Bidder only, in no case SMC shall be Liable for the same.

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

Construction Cess will be deducted from all Running Bills & Final Bills as per the prevailing Government Rates.

IT-19 EVALUATION OF TENDERS

As per IT (04), Experience of the Contractor shall be considered for Similar kind of works.

IT-20 EVALUATION OF TIME REQUIRED FOR COMPLETION

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

IT-21 POLICY FOR TENDER UNDER CONSIDERATION :

Tenders shall be termed to be under consideration from the opening of the tender until such time an official announcement of award is made. While tenders are under consideration, tenderers and their representative or other interested parties are advised to refrain from connecting by any means Surat Municipal Corporation or representatives on matters related to the tenders under study. The Engineer's representative if necessary will obtain clarification on tenders by requesting information from any or all the tenderers either in writing or through personal contact, as may be necessary. The tenderers will not be permitted to change the substance of his tender after price submission. Non-compliance with this provision shall make the tender liable for rejection.

IT-22 PRICES AND PAYMENTS :

The tenderer must understand clearly that the price quoted are for the total works or the part of the total works quoted for and include all costs due to materials labour, equipment, supervisions, other services, royalties and Octroi etc. and to include all extras to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on any ground excepting for the condition laid down in GC-35 (Price Adjustment).

IT-23 PAYMENT TERMS :

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

IT-24 AWARD :

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

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

IT-25 SIGNING OF CONTRACT :

The successful tender shall be required to pay the security deposit and to execute the contract within 10 days of receipt of intimation to execute the contract, failing which the Surat Municipal Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person detailed in Article IT-12.

IT-26 DISQUALIFICATION :

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

- (a) The outer envelope does not show on the outside the reference of bid and thus get opened before the due date of opening (as per Article IT-10 i.e. Submission of Tender Document).
- (b) The tender Security Deposit is not deposited in full and in the manner i.e. Earnest Money Deposit.
- (c) The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- (d) The tender documents are not signed by an authorised person.
- (e) The general performance data for qualification not submitted fully.
- (f) The tenderer does not agree to deposit security amount as specified (as per Article IT-25 i.e. Signing of Contract).
- (g) The tenderer does not agree to payment terms defined as per Article IT-23 i.e. Payment Terms.)
- (h) Conditional tender.

A. Tenderer may further be disqualified if :

- (a) Price variation is proposed by the Tenderer on any principles other than provided in the Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and in tender documents.
- (c) The validity of tender is less than that mentioned in Article IT-11 i.e. Tender Validity Period.
- (d) Any of the page or pages of tender is/are removed or replaced.
- (e) All corrections or pasted slips are not initialed by tenderer.
- (f) Any erasure is made in the tender.

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

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

(1) For the works up to Rs. 2.00 crores

- (a) Initial Security Deposit of 2% , (Released after completion of both final bill as well as defect liability period & on Completion of Audit Related Procedure)
- (b) 2% Retention money deposit to be deducted from running bills (Released with final bills)
- (c) 5% retention money deducted from running bills. (Released with final bills)

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

(2) For the works above Rs. 2.00 crores

If the initial security deposited (2%) in the form of bank guarantee	If the initial security deposit (2%) in cash / D.D / F.D.R / Pay order
(a) (2%) The initial security deposit shall be released with final bill.	(a) (2%) The initial security deposit shall be released after completion of both final bill as well as defect liability period. & on

	Completion of Audit Related Procedure.
(b) The security deposit (2%) deducted from running bill shall be released after completion of both final bill as well as defect liability period & on Completion of Audit Related Procedure.	(b) The S.D. (2%) deducted from running bill shall be released with final bill.
(c) 5% Retention money deducted from running bills shall be released with final bill.	(c) 5% Retention money deducted from running bills shall be released with final bill.

Security deposit shall be paid in time and if it is paid after ten (10) days from the date of preliminary work order then the penalty of 0.065 % per day of the amount of security deposit shall be recovered from the contractor while receiving the security deposit. On due performance and completion of the contract in all respects, the performance guarantee (security deposit) will be returned to the contractor after the defect liability period and on completion of audit related procedure. It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender. As initial Security Deposit Two percent (2%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement. This will be known as initial security deposit which will be released after the total completion of contract after payment of final bill.

The amount recovered from the running bills as security deposit shall not be allowed to be transferred in the form of Bank Guarantee. However, the remaining 50% (2% of Security Deposit) of the amount so, deducted from running bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, (FDR) issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by a Nationalized Bank located at Surat only.

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.

Initial Security Deposit (i.e. 2% of Contract Value Amount) in form of Bank Guarantee may be accepted as per relevant tender provision, However BG shall be valid till final date of completion of work (Whether final bill is audited and paid or not). It shall be contractor's responsibility to extent the BG On Or Before expiry of time limit of BG. (i.e. Final date of completion of work). In case of late renewal of BG, penalty of security deposit shall be levied at the rate of 0.065% of per day of BG amount.

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

In many cases, the contractors are stopping the work half-way due to number of reasons and when the department has to take actions in accordance the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalizing the tender etc. shall be repeated. In such cases a fixed amount of Rs.1000/- should be recovered from the original contractor towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work. In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery to be made under such other relevant clauses

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 4.95% / 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. 300.00/- + Rs.300.00/-.

IT-29 BRAND NAMES:

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

IT-30 NON-TRANSFERABLE:

Tender documents are not transferable.

IT-31 COST OF TENDERING:

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

IT-32 DEFECT OF TENDER:

The Tender for the work shall remain open for a period of 120 calendar days from the date of receipt of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own during the period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions on his own, then the Municipal Corporation, shall without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the earnest money in full.

IT-33 CHANGE IN A QUANTITY :

The Surat Municipal Corporation reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejections and also to vary to quantities of items or group as specified in the Schedule of price as may be necessary. Claim what so ever by the contractor 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 Work site. The rebuilt or overhauled equipment/materials will not be allowed to be used on work.

IT-35 RIGHTS RESERVED :

The Surat Municipal Corporation reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reasons. The Surat Municipal Corporation further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement, for the period of time stated in the notice inviting tenders and no additional payment will be made to the successful tenderer on account of such withholding. The Surat Municipal Corporation 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, Surat Municipal 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 Surat Municipal Corporation.

IT-40 TAXES

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

GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor / 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.

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., are imposed during the course of the contract, the same shall be borne by the Contractor / Successful Bidder only, in no case SMC shall be Liable for the same.

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

Construction Cess will be deducted from all Running Bills & Final Bills as per the prevailing Government Rates.

- IT-41** No escalation charge/rates shall be paid by Surat Municipal Corporation in anycase.
- IT-42** Contractor must be submitted The cement/steel (Zerex copy) billwise.
- IT-43** Contractor must be submitted royalty pass(zerox).
- IT-44** All the taxes should be bear by agency & it should be applicable as per government resolution (of change periodically) & No compensation/Reimbersion should be given to theagency.
- IT-45 TAX INVOICE FOR PAYMENT OF WORK (AS PER GST RULES)**
The contractor shall submit all bills on the Prescribed format, include in Tender for purpose of payment of the work to the office of the Engineer-in-charge.
- IT-46 TESTING OF CEMENT AND STEEL – As per Schedule-A**

SIGNATURE OF THE CONTRACTOR
WITH
ADDRESS:
DATE:

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

SURAT MUNICIPAL CORPORATION

SOUTH WEST (ATHWA) ZONE

PERCENTAGE 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 Posted on a board hung up in the Municipal Office and signed by the authorized officer of SMC or shall be notified in news paper.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited 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 ground rents & water-charges will be granted. Copies of the specifications, designs drawings and estimated rates; schedule rates and any other documents required in connection with the work which will be signed by the Engineer-in-charge for the purpose of identification shall also be opened 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 Surat Municipal 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 person who submits a 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 each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and the number of the works 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 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 Municipal Corporation shall have the right of rejecting all or of the tenders without assigning any reason.
- (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 Municipal 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 Municipal Corporation and their rates shall be filled in and completed by the office of the Engineer-in-charge before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said office to have this done before he completes and delivers his tender.
- (9) All work shall be measured net by standard measure and according to the rules and custom of the Municipal Department of Surat Municipal Corporation 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, if so desired by the Commissioner, produce alongwith his tender a banker's certificate of his financial stability. If he fails to produce such a certificate his tender will 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) The Insurance Company's bond will not be accepted against the Security Deposit.
- (15) 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.
- (16) 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.
- (17) 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).
- (18) 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 employ 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.
- (21) Every partner of the firm shall have to sign the tender documents, otherwise the same will not be accepted.
- (22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reawakened as final and no excuse or representation in that behalf shall be entertained at later date.
- (23) "What ever sales tax is levied by the Government on works contract and if paid by the contractor in the first instance, shall be refunded to the concerned contractor by the Corporation.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

SURAT MUNICIPAL CORPORATION
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS
SPECIAL CONDITIONS FOR PLACING EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

(1) The Tenderer shall place Tender Deposit/Earnest Money Deposit by Demand Draft or pay order drawn on any Nationalized /Scheduled Bank situated in Surat favouring "Commissioner" Surat Mahanagar Seva Sadan and payable at Surat only. The Tender Deposit/Earnest money deposit in any other form shall not be accepted and in that case the tender shall be liable for rejection without assigning any reason whatsoever for such rejection.

(2) On awarding the contract : The Awardee/Contractor/Supplier shall place security deposit at such rate of the consideration of contract as the authority may specifically require to place which shall not be in any form other than in CASH, Demand Draft or Fixed Deposit of any branch of Nationalized/Scheduled Bank having its branch at Surat. The fixed deposit so placed as Security measure for due performance of the contract should be strictly in the name of Commissioner, Surat Mahanagar Seva Sadan only. The Security so placed shall be liable for forfeiture for violation or breach of any clause or clauses of the contract without assigning any reason whatsoever for such forfeiture.

Where the tenderer desires to place the Security Deposit in form of fixed deposit receipt of any Scheduled Bank outside Surat City, the Account of the same shall have to be transferred by him to any of its branch at Surat. So as to make the amount of such FDR encashable and payable at the branches of any Scheduled Bank situated at Surat only.

(3) No interest shall be paid on Tender Deposit/Earnest Money Deposit or Security Deposit placed in Cash/D.D. at any time by the Surat Municipal Corporation (The Contractee). Similarly, if the Awardee/Contractor/ Supplier desire to place Security Deposit in the form of Fixed Deposit as above, the same shall be strictly for minimum period of two years or entire contractual liability period whichever is less. In case when the contract period is for more than two years, the Security Deposit to be placed in the form of Fixed Deposit as above shall be initially for a period of not less than two years and the Corporation will renew fixed deposit receipt or reinvest the amount thereof alongwith the interest accrued thereon for the remaining period of the contractual liability. In any other case, the Corporation will not and does not undertake responsibility to renew the Fixed Deposit Receipt or reinvest the amount thereof nor will it should any responsibility to collect and disburse interest accrued during the contractual liability period. Any loss that might cause due to non renewal or such Fixed Deposit Receipt(s) shall solely lie with the concerned Awardee/Contractor/Supplier.

4. (i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the Contractor while releasing the payment of final bill.

In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 5% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.

(ii) If there is increase in amount of work more than 5% of the contract value, the additional S.D. should be recovered from the running bill. When the total amount of work done by the Contractor upto running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs. 1000/- i. e. the amount of work done when it exceeds 5% of the contract value it shall be rounded off to the nearest multiple of Rs. 25,000/- such additional S.D. shall be recovered for the works amount to Rs. 5 Lacs or more at the rate of 4% of the additional amount.

(iii) In many cases, the contractors are stopping the work half-way due to number of reasons and when the department has to take actions in accordance to clause 3(a) or (b) or (c) of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalising the tender etc. shall be repeated.

In such cases a fixed amount of Rs.1000/- should be recovered from the original contractor towards the cost of advertisement and other administrative charges incurred by the department in finalising the contract for the remaining work. In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery to be made under clause-3 or such other relevant clauses.

5. Contractor should place security deposits for tendered amounts. At present security deposit is recovered from the tender in following manner :

(i) 2% of the total tendered amount to be deposited by the successful tenderer before commencement of the work either in form of Cash, Demand Draft or Fixed Deposit Receipt of any Nationalized/Scheduled Bank having its branch at Surat within 10 days from the date of receipt of work order and if the successful tenderer fails to do so, a penalty at the rate of 0.065% of S.D. Amount per day shall be charge for delayed period. Security deposit shall be released after completion defect liability period.

TENDER CONDITION: E.M.D. & tender fee

Demand Draft for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice.

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

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

If bidder will not submit the penalty amount within 10 days to Surat Municipal Corporation and/or bidder will not submit the demand draft in original for the second time and after, Penaltative action shall be taken for abeyance of registration and cancellation of E-tendering code for 6 (six) months.

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

- (ii) **5% of the work done amount shall be deducted as retaintion money from the running account bill which will be released at the time of final bill.**

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

GENERAL CONDITION OF CONTRACT

SECTION-I

GC-01 DEFINITIONS AND INTERPRETATIONS

- 1.0 In the contract documents, as herein defined the following words and expression used shall, unless, repugnant to the subject or context thereof, have the following meanings assigned to them.
- 1.1 The "Owner / Municipal Corporation, Surat represented by Municipal Commissioner / Deputy Municipal Commissioner / City Engineer / Add. City Engineer, any officer authorised by the Municipal Corporation.
- 1.2 The "Contractor" shall mean the person or the persons, firm or company whose tender has been accepted by the owner and includes his legal representative successors and permitted assignees.
- 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 authorized 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 before submission of the 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 or 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 total of the work by expression or implication envisaged in the contract and shall include all material, equipment, and labor required for or relative or incidental to or in connection with the commencement, performance, and completion of any work and/or for incorporation in the work.
- 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 places 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 appliances/equipments of whatever nature required in or for execution, completion or maintenance of work or temporary works (as hereinafter defined) but does not include Materials or other things intended to form or forming part of the permanent work.
- 1.19 "Notice in Writing or Written Notice" means a notice written, typed, or printed form delivered personally or sent by Registered post to the latest known private or business address at Registered Office of the Contractor.
- 1.20 The "Alteration/Variation order" means an order given in writing by the Engineer-in-charge to effect additions to or deletion from and alterations in the work.
- 1.21 "Final Test Certificate" shall mean the final test Certificate issued by the owner within the provisions of the Contract.
- 1.22 The "Completion Certificate" shall mean a certificate to be issued by the Engineer-in-charge when the work has been completed to his satisfaction.
- 1.23 The "Final Certificate" shall mean the final certificate issued by the Engineer-in-charge after the work is finally accepted by the owner.
- 1.24 "Defect Liability Period" shall mean the specified period between the issue of completion Certificate and the final certificate as specified in the tender.
- 1.25 "Approved" shall mean approved in writing including subsequent modification in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.26 "Letter of Acceptance" shall mean an intimated by a letter to the 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 vice versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY

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

GC-03 SCOPE OF WORK

The scope of work is defined broadly in the 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 apposition 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 correspondence between the contractor and the Municipal Corporation or the Engineer shall be in English. All dimensions for the materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT

1. The provisions of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. Should there be any discrepancy, inconsistency error, or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such a case shall 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 the contract or the specifications or to any other part of tender documents are solely to give 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 a contract is repugnant to or ar variance with any provisions of the special conditions of a contract, then, unless a different intension appears, the provisions of the special conditions of contract shall be deemed to override the provisions of General Conditions of Contract and shall to the extent of such repugnancy or variance prevail.
7. The Materials, Design and Workmanship shall satisfy the relevant I.S.S. and Codes referred to. If Additional requirements are shown in the specifications, the same shall be satisfied over and above I.S.S. and Codes.
8. If the specification mention that the contract shall perform certain work or provide certain facilities, it will mean that the contractor shall do so at his own cost.
9. The correctness of the details given in the tender documents is not guaranteed. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be

deemed to have examined the Contract Documents, to have generally obtained his own information in all matters that might affect the carrying out of the work or the Tenderer rates. Any error in the description of quantity or commission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of Materials and labor involved and as to 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 there to and the access and agrees from the site, to have made inquires, examined and satisfied himself as to the

sites for obtaining sand, stones, bricks and other Materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, the depicts and such other buildings as may be necessary for executing and completing the work, to have local independent 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 acquitted himself as to his liability for payment of Government taxes, customs duty and other charges.

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

No verbal agreement or inference from a conversation with any officer or employee of the more worn either before or after the execution of the Contract Agreement shall in any way affect or modify any of the terms or 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 afterward be made beyond the contract price. The contractor shall be responsible for any misunderstanding or incorrect information is given in writing by the Engineer.

GC-07 ERROR IN SUBMISSION

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

GC-08 SUFFICIENCY OF TENDER

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

GC-09 DISCREPANCIES

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions. Special direction or dimensions given in the specifications shall supersede all else. Should any discrepancies, however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract or as extra there upon the same shall be explained by the Engineer-in-charge and his explanation shall subject to the final decision of the Engineer-in-charge, in case of reference be made to him, be binding upon the contractor shall execute the work according to such explanation (subject to aforesaid) and without addition to or deduction from the contract and shall also do all such works and things necessary for the proper completion of the works as implied by the Drawings and specifications, even though such works and things are not specially shown and described in said specifications. In cases where no particular specifications are given for any article to be used under the contract, relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE : (Security Deposit) as per IT-27

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 authorized representative shall, at all time during the usual working hours and all other times when so notified, remain present to receive orders and instructions, orders given to Contractor's representative shall considered to have the same force as if they had been given to the contractor himself. Contractor shall give not less than 7 days notice in writing to the Engineer-in- charge before covering up or otherwise placing beyond reach of

inspection and measuring any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be recovered at Contractor's expenses for carrying out such inspection or measurement.

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

GC-12 DEFECT LIABILITY

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 is done or materials used by the contractor are defective or not in accordance with the contract or that work of any portion thereof is defective or do not fulfill the requirements of the 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 the contractor shall at his own expenses and with all speed make good the defects so specified.
 - (b) In case the contractor fails to do so, the owner may take at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by 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 the contractor will be final and binding on the contractor.

GC-13 POWER OF ENGINEER TO GIVE FURTHER INSTRUCTIONS

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

GC-14 PROGRAMME

The time allowed for the execution of works shall be the essence of the contract. The contract period shall commence from the date of Notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate the construction or pipeline schedule, the month-wise program required for the execution of the works, and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The contractor shall provide to the Engineer-in-charge a detailed program of the time schedule for execution of the works in accordance with the specifications & the completion date. The entire program to be finalized by the Contractor has to confirm to the execution period mentioned along with the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such a submitted program by contractor, shall examine the suitability of it to the requirement of the 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 the 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. A list of Sub-Contractors is to be supplied. Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge shall have received copies of any sub-contractors, the contractors shall be and shall remain solely responsible for the quality and proper expeditions 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 the 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 penalized for the delay.
2. The general time schedule for work is given in the tender document. The contractor shall prepare a detailed weekly or monthly program 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 an 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 the expiry of the contract period.

GC-19 CONTRACT AGREEMENT

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

GC-20

A. PENALTY FOR DELAY

If the contractor fails to complete the work within the stipulated completion date for the work or he shall pay liquidated damages at one-tenth of Two percent (0.2%) of contract value per day of delay in completion and handing over the work or part thereof as the case may 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 above one hundred days will be a cause for termination of the contract and forfeiture of all security for performance.

B. BAR CHART

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

GC-21 FORFEITURE OF SECURITY DEPOSIT

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

GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT

In any case, in which under any clause or clauses of the contract, the contractor shall have forfeited the whole of his Security deposit or have committed a breach of any of the terms contained in this contract, the owner shall have the 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 thereof 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 has 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 because of his having purchased or procured any Materials or entered into any agreement so or made by advance on account of or with a view to the execution of the work of the performance of the contract. In such case the contractor shall not be entitled to recover or be paid by sum for any actual work performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and the 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-23 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

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

When the contractor is a partnership firm, the prior approval in writing of the S.M.C. shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before subcontractor 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 subletting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the sub-letting clause.

GC-24 IN EVENT OF DEATH OF CONTRACTOR :

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

GC-25 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :

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

GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :

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

GC-27 CONTRACTOR'S 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 the award of the work shall name and depute a qualified Engineer (Min B.E./B.Tech Civil), having experience of carrying out work of similar nature, to whom equipment, materials, if, any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of Engineer-in-charge sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to a supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, it shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, it any shall provide competent and efficient supervision over the work entrusted to them.
2. If and whenever any of the contractor 's or sub-contractor agents, sub-agents, assistance, foremen or other employees shall, in the opinion of Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in the 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 re-employed 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 expense of the contractor by a qualified and competent substitute. Should the contractor be required to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
3. The contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others shall exercise proper control over them and in particular, and without prejudice to the same. Generally, the contractor shall be bound to prohibit, and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.
4. If and required by the owner, the contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the S.M.C which must be worn at all times on the 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. maybe 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 compensation, an 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) 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, ordinance, laws, rules, regulations, etc.

GC-32 OTHER AGENCIES AT SITE

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

GC-33 NOTICES

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

GC-34 RIGHT OF VARIOUS INTERESTS

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

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

GC-35 PRICE ADJUSTMENT :

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

GC-36 TERMS OF PAYMENT

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

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

GC-37 RETENTION MONEY: AS PER IT-27.

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 otherwise 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 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 Commissioner 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 Municipal Corporation may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days 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 works within the time specified in the completion schedule or within the period for which extension has been granted by the Municipal Corporation /Engineer to the Contractor.

- (b) If in the judgement of the Municipal Corporation the contractor fails to comply with any of the provisions of this contract.
- 2. In the event the Municipal Commissioner terminates the contract in whole or in part as provided in Article GC-48 (Termination of Contract), the Municipal Corporation reserves the right to purchase upon such terms and in such manner as it may deem appropriate, plant similar to that terminated and the contractor will be liable to the Municipal Corporation for any additional costs for such similar and / or for liquidated damages for delay until such reasonable time as may be required for the final completion of works.
- 3. If this contract is terminated as provided in this paragraph GC - 30 (Power of entry) (1) the Municipal Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Municipal Corporation under any of the following cases in the manual and as directed by the Municipal Corporation. (a) Any partially completed information and contract rights as the contractor has specifically produced or acquired for the performance of the contract so terminated.
- 4. In the event the Municipal Corporation does not terminate the contract as provided in the paragraph GC-48 (Termination of Contract) the Contractor shall continue performance of the contract, in which case the shall be liable to the Municipal Corporation for liquidated damages for delay until the works are accepted.

GC-42 BANKRUPTCY

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him, or compound with the creditors, or being the Municipal Corporation commences to be wound up, not being a member's Voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the owner shall be at liberty to either (a) terminate the Contract forthwith by giving notice in writing to the contractor or to the receiver or liquidator or to any person or organization in whom the contract may become vested and to act in the manner provided in Article GC-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 another person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfaction guarantee for the due and faithful performance of the contract subject to his providing a satisfaction guarantee for the due and faithful performance of the contract up to an amount to be agreed. In the event that the Municipal Corporation terminates the Contract in accordance with this article, the performance Bond shall immediately become due and payable on demand to Municipal Corporation.

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

GC-45 LAWS GOVERNING THE CONTRACT

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

GC-46 OVERPAYMENT AND UNDERPAYMENT

Whenever any claim for payment of a sum to the Municipal Corporation arises out of or under this Contract against the contractor 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 the question of fact arising under the contract shall be decided by the Engineer-in-charge, subjected to a written appeal by the Contractor to the Engineer and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If an amicable settlement cannot be reached then all dispute issues shall be settled as provided in (a).

(a) DISPUTES OR DIFFERENCE TO BE REFERRED TO:

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

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

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

GC-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 Commissioner with respect to completion, safeguarding or storing of Materials procured for the performance of the contract and the salvage and resale thereof.

GC-49 CHANGES IN CONSTITUTION

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

GC-50 SUB-CONTRACTUAL RELATIONS

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

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

GC-51 LIEN

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

GC-52 EXECUTION OF WORK

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

GC-53 WORK IN MONSOON

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

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

No work shall be carried out on Sundays and Corporation Holidays and no work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-charge in writing 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 on holidays. Extra Supervision charges arising due to overtime working of Municipal Corporation's staff shall be borne by the contractor at prevailing rates from time to time. Such extra supervision charges shall be deducted by The Municipal Corporation from the running bill/s of the contractor at Municipal Corporation's description.

GC-56 DRAWING TO BE SUPPLIED BY THE OWNER :

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

GC-57 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :

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

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

GC-58 SETTING OUT WORK :

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

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

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

GC-59 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK

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

1. Materials to be supplied by Contractor

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

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

GC-60 MATERIALS TO BE SUPPLIED BY THE OWNER

1. If the contract provides certain Materials or stores to be supplied by the Municipal Corporation. such Materials and stores shall be transported by the contractor at his cost from Municipal Corporation's stores or Railway Station. The sum due from contractor for the value of Materials supplied by the owner will be recovered from the R.A. Bill on the basis of actual consumption of Materials in the work covered and for

which R.A. Bill has been prepared. After completion of the work contract has to account for the full quantity of Materials supplied to him.

2. The value of store Materials supplied by the Municipal Corporation 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 Municipal Corporation, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All Materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining un-used at the time of completion of work or termination of contract shall be returned to Municipal Corporation's store or any other place as directed by the Engineer-in-charge in perfectly good condition at contractor's cost. When Materials are 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 Municipal Corporation to the contractor shall be issued by the Municipal Corporation'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 Municipal Corporation from time to time.
- b) Contractor shall bear all expenses for storage and safe custody at site of Materials issued to him before use in work.
- c) Material shall be issued by the Municipal Corporation in Standard/non-standard sizes as obtained from manufacturer.
- d) Contractor shall construct suitable godowns at site for storing the Materials to protect the same from damage due to rain, dampness, fires, theft etc.
- e) The contractor should take the delivery of the Materials issued by the Municipal Corporation 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 Municipal Corporation, on account of calamities, act of enemies, other difficulties beyond the control of the Municipal Corporation, the Municipal Corporation 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 Municipal Corporation and the time when the same will be required for the work, so as to enable Engineer-in-charge to make arrangements to procure and supply the Materials.
- j) A daily account of Materials issued by the owner shall be maintained by the Contractor showing receipt, consumption and balance in hand in the form laid down by Engineer-in-charge with all connected paper and shall be always available for inspection in the site office.
- k) Contractor shall see that only the required quantities of Materials are got issued and no more. The contractor shall be responsible to return the surplus Materials in good condition at Municipal Corporation'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 Municipal Corporation either by issue from Municipal Corporation 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 Municipal Corporation 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 Municipal Corporation at double rate or any higher rates. In the event of these Materials at that time having higher rate or not being available in the market then any other rate 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 property 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.

Incase there is any discrepancy in measurements shown in drawings 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 noticed that the rates quoted by a tenderer for any item is usually high or unusually low, it will be sufficient cause for rejection of tender unless the S.M.C is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to the furnishing 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 be carried out at an approved laboratory at contractor's cost.
3. The contractor shall furnish to Engineer-in-charge for approval when requested or if required by the specification adequate samples of all Materials and finished goods to be used in work and sufficiently in advance to permit test and examination thereof. All Materials furnished and finished goods applied in work shall be exactly as per the approved samples.
4. All the testing charges shall be borne by the Contractor.

GC-71 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP

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

GC-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

1. When the contractor fulfil his obligation as per terms of contract he shall be eligible to apply for 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-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 be drawn up with contractor under which the owner secured a lien on these Materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be post-poned till the whole work is completed but shall be adjusted from his work done or the Materials used, the necessary deductions being made when the items of work in which they are used and are billed for. When the mode of measurement is not covered by contract for any item of work it shall be as per latest I.S.I.

GC-78 RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES

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.

3. 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 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 S.M.C 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 in force.

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

GC-84 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 . 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-85 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 negligiance or wilful act of ommission of contractor, his employees, agents, representatives or sub-contractors.

GC-86 LABOUR LAWS AND REGULATIONS

1. The contractor shall be reponsible 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-87 CONTRACTOR TO INDEMNIFY OWNER

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman/employee of the contractor or any sub-contractor and or from any liability and way to any workman/employee of the contractor or any sub-contractor under any law, rule or regulations having the force of law, including but not limited to claims against the owner under the workman compensation Act 1923. The employees' Provident Funds Act 1952 and/or the Contract Labour (Abolition and Regulations) Act, 1970.
2. **Payment of claims and damages**
If owner has to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.
3. In every case in which by virtue of any provision applicable in the workman's Compensation Act 1923 or any other Act, be obliged to pay compensation to workman employed by Contractor the amount of compensation so paid, and without prejudice to the rights of Surat Municipal Corporation 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-88 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-89 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-90 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, no hot work shall be permitted without valid gas safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-contractors/ employees in this 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 mazzdoor shall be engaged for holding the ladder and if the latter is used for carrying Materials as well, suitable foothold and handholds shall be provided on the ladder and the same shall be given inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).
- 3.2 Scaffolding or staging more than 3.6 M (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform of scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of Materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

4. Maintenance of Safety Devices

- 4.1 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in some conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place 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 a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

6. Enforcement of Safety Regulations

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

7. No Exemption

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

GC-91 ACCIDENTS

It shall be the contractor's responsibility to protect against accidents on the work. He shall indemnify the S.M.C. 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 S.M.C. 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 1923 including all modification thereof whether such compensation may become payable by the contractor or by the S.M.C. 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-92 PRICE VARIATION CLAUSE:

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

GC-93 STAR RATE & DIFFERENCE FOR REINFORCEMENT STEEL & CEMENT: (Not Applicable)

GC-94 GOODS AND SERVICE TAX (GST)

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

GST (Goods & Service Tax) has come in existence from 1st 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 S.M.C. 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, failing which S.M.C. and decision of the 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 Municipal Corporation shall be liable for the same.

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

GC-95 SECURED ADVANCES:

No Secured advances shall be paid.

GC-96 SUBMISSION / COMPULSION BY CONTRACTOR

The contractor registered with Municipal Corporation or any other Govt. organisation is required to employ minimal technical staff as detailed in the certificate issued to him. If contractor does not employ same technical staff over works entrusted to him, should submit photoidentity and education qualification of technical staff appointed at site.

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

GC-97 SPECIAL RISK

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

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

GC-98

The Engineer-in- charge shall have power to take any alteration in, or addition to the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer- in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same

rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which on rates is specified in this contract than such class of work shall be carried out at the rates entered in the schedule of rates of Municipal Corporation or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower if the additional or altered work for which no rate is entered in the schedule of Rates of Municipal Corporation is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Commissioner will be final.

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

GC-99

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

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

In the case of such delay in the supply of material the Municipal Corporation shall grant such extension of time for the completion of the work as shall appear to the Commissioner to be reasonable in accordance with the circumstances of the case.

The decision of the Commissioner as to the extension of time shall be accepted as final by the contractor.

GC-100 FORCE MAJEURE

1. Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of god, and in particular, unprecedented Floods, volcanic eruption, earthquake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurp power, strikes or boycotts (other than those involving the Contractor or their respective employees/representatives or attributable to any act or omission of any of them), An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Contractor, which prevent performance of the contract and which could not have been for seen or avoided by a contractor or Employer (the "Force Majeure").
2. On occurrence of Force Majeure Event, Parties are excused from the Performance of their Obligations.
3. In the Event of occurrence of Force Majeure Event both the party shall try to continue to perform their obligation stipulated in this contract. If Force Majeure Event subsists for 120 days then either party may by notice to other party terminate the Contract.
4. In the event that Parties are unable to agree in good faith about the occurrence of or existence of a Force Majeure event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of the proof as to the occurrence of Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

5. Termination of the Contract (a) shall not relieve the Contractor or Employer of any obligations hereunder which expressly or by implication survives Termination hereof, and (b) except as otherwise provided in any provision of the Tender expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

Responsibility of contractor under Construction And Demolition Waste (C & D Waste)

Contractor shall remove All Construction and Demolition Waste (C & D Waste) and clean the area every day, or depending upon (1) The type & schedule of the work, (2) The quantity and type of waste generated, appropriate storage and collection facility shall be developed at site. Reasonable time frame 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, than 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. than it shall be calculated as per the provision of the Standing Committee Resolution no. 1621/2016, Dt:01/10/2016 and charges shall be recovered from due of contractor with Surat Municipal Corporation.

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

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

SCHEDULE - A

ADDITIONAL INSTRUCTION FOR CEMENT AND STEEL :

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. .

The brands for cement shall be be **Ambuja, Ultratech, Sanghi, Hathi, Sidhdhi, J.K. Laxmi, etc** company confirming to IS-12269/87 latest amendment ISO-9000 of 53 grade OPC only.

Approved make of TMT reinforcement steel:- TATA, SAIL, Rastriya Ispat Nigam Ltd. (RINL), Electrotherm (ET), National, JSW, Polaad, Gallant Metal Ltd. (8mm to 32mm), GOD TMT (8mm to 16mm) or equivalent as per confirming to IS 1786/2008 with latest amendments 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 2062/99 with latest emendment of any brand/make.

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.

The brands for structural steel to be used shall be of make TATA, SAIL, TISCO, ISCO, Vizag, Asian

All structural steel shall conform to I.S. 226-1975. The steel shall be free from the defects mentioned in I.S. 226-1975 and shall have a smooth finish. The material shall be free from loose mill scale, rust pits or other defects affecting the strength and durability. Rivet bars shall conform to I.S. 1148-1992.

When the structural steel is supplied by the contractor test certificates of the manufacturers shall be obtained according to **I.S. 226-1975 and other relevant Indian Standards.**

Coloured galvanized Roofing sheet shall be of TATA or Jindal make trafford sheet

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 separate 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 less than 7.5% of the standard consumption shall be penalised either at the double existing Municipal 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 Surat Municipal Corporation issue rate or the prevailing market rate, whichever is more.

Basic Rate for the month of December - 2022 (1) High strenth TMT steel is Rs. 65,500/- Per M.T (2) High strenth TMT CRS steel is Rs. 68,500/- Per MT (3) Cement is Rs. 7,500/- Per MT

TESTING OF CEMENT AND STEEL

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

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

SIGNATURE OF THE CONTRACTOR
WITH
ADDRESS:
DATE:

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

MEMORANDUM

I/We _____ the undersigned do hereby Tender for carrying out the work described in the schedule subject to the condition annexed in schedule attached herewith in Tender documents.

1.	General Description of work	:	MAINTENANCE & REPARING WORK OF EXISTING PHYSICAL FITNESS EQUIPMENTS AND PLAYING EQUIPMENTS IN VARIOUS MUNICIPAL GARDEN/SHANTIKUNJ IN SOUTH WEST (ATHWA) ZONE.
2.	Estimated Cost	:	Item Rate
3.	Earnest Money Deposit	:	Rs. 30,000.00/-
4.	Document Fees	:	Rs. 1770.00/-
5.	Security Deposit	:	As per IT 27
6.	Time allowed for the completion of work from date fixed in written order to commence	:	12 (Twelve) months (Including monsoon)
7.	Compensation for delayed work	:	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent (10%) of the contract price.
8.	The progress of work should confirm to the following schedule	:	-
9.	Percentage to be retained from Running Account Bills	:	Rs. 7% (Seven Percent) of each Running Bill Amount
10.	Defect Liability Period	:	12 months from the date of issue of Completion Certificate
11.	Water Charges	:	CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY on next page.
12.	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
13.	Goods and Service Tax (GST)	:	As per GC 94

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

SURAT MUNICIPAL CORPORATION

SOUTH WEST (ATHWA) ZONE

CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY**WATER SUPPLY**

In case of Municipal Network or distribution center available or not at nearby 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 not acquiring water connection from Surat Municipal Corporation under option-2 but not found to be using any of the means of Surat Municipal Corporation water or not following either of the mentioned options, water charges shall be recovered at the rate of 3% (Three Percent) of the civil items in which water consumed

ELECTRIC SUPPLY

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.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

IMPORTANT INSTRUCTION-A TO THE CONTRACTOR

- (1) This tender document containing Page No.01 to duly signed by the tenderer, should be furnished to the Corporation treasury along with the amount of earnest money deposit as mentioned in the 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 writing, he should write it on his letter pad or another paper. Anything written on tender papers shall not be considered by Surat Municipal Corporation and the Contractor shall not intend to do so.
- (3) Following Certificate shall be enclosed with tender.
 - (a) Solvency Certificate amounting of 20% of the tender amount.
 - (b) **Registration Certificate of a required class given by Government or Semi-Government firm.**
 - (c) List of work done by the Contractor with its volume.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

IMPORTANT INSTRUCTION-B TO TENDERER

[1]

Affix Latest Passpost Size
Photo of tenderer

Specimen Signature of the Bidder.

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

1	2	3	4
---	---	---	---

Specimen Signature of all partners incase of partnership agency.

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

[3] Submission of sale tax certificate, with proof of residence is compulsory for tenderer.

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

[5] The Photograph and specimen signature of bidder will be cross checked, whenever he receives payment in account section of Surat Municipal Corporation.

[6] 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.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

SPECIAL NOTE

- (1) The work shall be carried out strictly according to the specifications given in Bombay Public Works Department Hand Book Vol.1 and II (The latest edition) whenever applicable as directed by Executive Engineer.
- (2) The work shall have to be started by the contractor at 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 damaged by the contractor shall be liable to pay the full expenditure required and to repair the same or charges for the same (as the case may be) decided by the electric company, Gas Company, Government Authority or the Surat Municipal Corporation which ever may be.
- (4) The work shall be carried out in a workmanlike manner, and the 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 Engineer. If he fails to rectify the defect Executive Engineer after giving due notice shall rectify the defect at the risk and cost of the contractor.
- (5) All the work shall be done strictly according to the instruction of Engineer-in-charge.
- (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 reasons.
- (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 what is to be included in the items and rates for the several portions 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. if deployed by Surat Municipal Corporation. Contractor shall carryout the instructions of P.M.C.
- (12) Third Party Inspection shall be deployed by Surat Municipal Corporation
- (13) The contractor shall submit the advance Pour Card in prescribed form for the type of work which he planned to carryout with the skilled / unskilled labour deployed by him for the work.
- (14) The contractor shall establish concrete cube testing machine and other equipments required for quality checking of materials as per instructions of PMC/ Engineer-In-charge.
- (15) The contractor shall use the materials of the specified brands only. Request for equivalent brands will be considered only if specified brand is not available in market.
- (16) **ACCIDENT LIABILITIES:**

The Contractor shall be responsible for all liabilities under workman compensation act, as under:

- (a) On the occurrence of an accident, resulting in the death of a workman employed by the Contractor which is so serious as is likely to result in the death of such workman who meets with an accident, the Contractor shall within 24 hours of the accident, will intimate in writing to Engineer-in-charge of such incidence. The Contractor shall indemnify client, against all losses/damages sustained by the client resulting directly or indirectly from his failure to give such intimation to the client including penalties/fines if any, payable by the client as a consequence of client's failure to give notice under workman's compensation act or otherwise to confirm the provision of this act in regard to such accidents.
- (b) In case when such compensations as above become payable under workman's compensation act, whether by the contractor or by the client as a principal employer, it shall be law full for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sums of money as may in the opinion of the Engineer-in-charge be sufficient to meet such liability, the opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

(17) **INSURANCE:**

The Contractor shall take "All Contract Risk Insurance Policy" for the estimated cost of this work "Work's Man Compensation Policy" for all workers and labours of contractor and client working at the site and "Third Party Insurance Policy" to fully cover all third party type risk. The insurance policy is so taken by the

The contractor for such purposes shall be in the joint name of the Contractor and the client and the policy shall be deposited with the client.

Contractors shall have to use maximum machinery for the work as per the direction of Engineer-In-Charge. If possible, space for stacking the surplus excavated earth will be provided by Surat Municipal Corporation. Otherwise, the contractor shall arrange for the same at no extra cost to Surat Municipal Corporation/

- (18) Contractor has to fixed display board describing the necessary information / particulars of work at specific location and shall submit the evidence to engineer-in-charge along with photographs. otherwise, 0.25% to 1.0% of tender amount as per description of engineer-in-charge shall be kept hold, while making payment to the contractor until the evidences as stated above is submitted. No extra payment shall be payable for fixing display boards.

- (19) The Contractor shall paint building numbers & Flat numbers as per guideline of Surat Municipal Corporation without any extra payment.

(20) **PLEASE READ CAREFULLY**

Following details pertaining to work progress is mandatory:

- (A) **Bar chart:** Contractor shall submit barchart showing schedule of execution of various activities within stipulated time limit

- (B) **Material Management :** Contractor shall provide following details

- Source of materials i.e. yellow earth, Coarse aggregate, Grit, fine aggregates, bricks, cement, steel etc.
- Supply schedule : According to bar chart, the flow diagram of materials.

- (C) **Man power management :** The contractor shall submit details of manpower of various categories (skilled & unskilled labours) to be deployed for the work as under.

- Minimum no. of skilled and unskilled labors to be deployed on the work
- List of supervisors & engineers for supervision & quality control of the work.

- (21) 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.

- (22) Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.

(23) **Neutral Technology option:**

If Contractor wish to submit a Bid with Neutral Technology construction then contractor has to submit detail methodology and Subsidised Material used in construction with detail specification of each and every material. Contractor have also to submit detail total estimate with rate justification of each and every non-conventional item in a seperate offer documents.

The contractor has to provide following certificates for any non-conventional materials / technology from CBRI (Central Buliding Rsearch Institute) or IIT (Indian Institute of Technology) or International Affiliate Institution

1. Certificate of minimum life of structure of 50 years
2. Certificate of testing of materials which includes
 - Fire resistance capacity of the structure
 - Thermal and energy efficienct certificate

- Stability certificate of resistance to the natural Disasters like Flood, Earth quake, Cyclone.

The material / Technology should be Eco-friendly.

SIGNATURE OF THE CONTRACTOR
WITH
ADDRESS:
DATE:

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

SPECIAL CONDITIONS OF CONTRACT

1.1 GENERAL

Clause given under these special conditions shall be read in conjunction with conditions of the contract and in case of any conflict the provisions of special conditions will override the provisions of general conditions of contract.

The tenderer shall acquaint himself with the access to site, availability of local facilities such as transport, materials, labour and shall price his tender accordingly.

1.2 ROAD INFRASTRUCTURE

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

1.3 SAFETY

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

1.4 TIME SCHEDULE

The work shall be executed strictly as per the time schedule/bar chart submitted along with the price bid offer. The entire job/project has to be completed within a period of **12 (Twelve) months (Including monsoon)** months from the date of placement of order. The time limit includes the time limit required for testing, rectification, if any, retesting and completion in all respect to the entire satisfaction of the Engineer-in-charge. The timely completion of this project is very very important for the citizen of Surat City, and hence weightage will be given on strict compliance of work as per the sanctioning schedule of work/bar chart.

1.5 Penalty for delay :

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

1.6 Scope of Supply of material :

(a) Supply of material :

All materials, consumables, testing applicances, tools, tackles and spares etc. necessary for the successful execution completion, and maintenance till handing over to Surat Municipal Corporation shall be procured and provided by the tenderer. No materials will be supplied by the owner.

(b) Water :

As per Condition for water supply on Page No. 60

(c) Power :

Power required for the constructions, erection and other allied job shall be arranged by the contractor at his own cost.

The Contractor shall have to make his own arrangement for getting electric power. The Surat Municipal Corporation will issue only recommendation letter to the contractor if required. No compensation shall be paid for delay in getting power supply.

(d) Cement :

Cement required for the construction shall be arranged by the contractor at his own cost.

(e) Steel :

All types of TMT reinforcement steel shall be arranged by the contractor at his own cost.

1.7 Construction of Stores and site office :

Suitable areas will be allocated by the Surat Municipal Corporation to the Contractor to build storages for storing his equipments, plant, materials etc. and also to build his site offices. He will be solely responsible for watching and guarding of his stores, offices etc.

The contractor shall cover all his equipments and materials at site with requisite insurance against theft, larceny, decoity, fire tempest, flood earthequake etc.

On completion of the works undertaken by the contractor, he shall remove all temporary works erected by him and have the site cleaned as directed by the Engineer. The Surat Municipal Corporation reserves the right to ask the contractor any time during the tenure of the contract to vacate the land by giving 7 day's notice on security reasons or on national interest or otherwise.

1.8 Labour and supervisory Camps:

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

1.9 Construction Equipments :

The contractor shall make his own arrangement to procure all constructional plant and equipments for his own. He shall also state the type and number of different equipments with their capacities in good working conditions which he will use on the site to ensure completion of the work in the specified time.

All materials, construction plants and equipments once brought by the contractor to site are not to be removed from there without the written authority of the Engineer-in-charge. Also, the Contractor shall have adequate stock of spare parts for the equipment on the site and work shall not be delayed on this account. Similarly all temporary works built by the Contractor for the main construction undertaken by him, are not to be dismantled and removed without the written authority of the Engineer-in-charge.

1.10 Co-operation with other contractors :

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

1.11 Safety :

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

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

1.12 The contractor shall have to take photographs during various stages of construction activity for each of the work at no extra cost. The photograph shall be of size 4" x 6" on mat paper. The number of photographs shall be not less than 200.

1.13 No mobilisation advance will be paid.

1.14 It is further to clarify that, the retention money deducted from each running bill will be released at the time of final bill. The security deposit remitted by the contractor will be released as per IT-27

1.15 No compensation of any item shall be paid in case any of the item is omitted i.e. not executed at all.

1.16 It is clarified once again that, the serviceable materials obtained during dismantling/clearing of the site or the extra excavated stuff shall have to be carted by the contractor at the places shown by the Engineer-in-charge anywhere within city limit.

1.17 Out of the amount payable/creditable to contractor's account, the Central Government/State Government tax / taxes shall be deducted at source in accordance with the relevant laws/rules from time to time prevailing.

1.18 Surat Municipal Corporation shall not provide 'C' form for tax purpose.

1.19 The basic nature of work is repair, rehabilitation and reconstruction, requiring special skill and experience of executing similar works in the past. While carrying out proposed scheme of rehabilitation, the contractor shall exercise due care to protect remaining structure from any damage arising due to said work. If any part of the building gets affected due to the said work, it shall be reinstated by the contractor to its original condition without claiming any extra cost for the same.

- 1.20 The contractor will appoint at least one qualified civil engineer (minimum qualification B.E. Civil), who will continuously supervise the work, assure the quality and soundness of the work being executed. This engineer shall have at least five years experience of similar work. Their profiles with necessary details like qualification, experience, etc. and supporting documentation shall be submitted with the tender documents, failing which the tender shall be subjected to rejection.
- 1.21 The contractor will perform visual inspection and delamination survey for the entire building under consideration with specific purpose of preparing detail distress mapping Autocad drawings before starting any work of repair, rehabilitation and reconstruction.

Various signs of distresses like cracks in RCC beam, column, slab, cracks in brick walls, cracks between RCC and brick joint, areas of loose plaster to RCC work, areas of loose cover concrete in beam, column, slab, spalling of concrete in RCC work, spots of dampness/leakages in brick walls, spots of dampness/leakages in RCC work, etc. shall be carefully observed and recorded in such a way that it gives clear idea about their (location identification on drawing, alignment on particular member, etc.) extent (approximate length, area) and nature of distress. Light hammer tapping shall be used for delamination survey of all RCC elements and areas of loose plaster/cover concrete shall be identified based on hollow/damped sound of tapping. Appointed engineers of the contractor shall carry out all fieldwork for distress mapping. The work shall be carried out in presence of representative of consultant and the Engineer-in-charge of SMC. Their suggestions for correction, modification shall be complied by the contractor.

The contractor will prepare full Autocad drawings of distress mapping, including necessary plan, section, elevation, etc. clearly indicating positions of various distresses before start of repair, rehabilitation, reconstruction work and get it certified by the consultant and SMC. The contractor will have to submit three copies of each drawing.

The entire procedure shall be executed under guidance of the consultant. The contractor will deploy manpower, material, equipment, etc. necessary for satisfactory completion of the said work, no extra payment for the same shall be made. The contractor shall not start any other work till satisfactory completion of distress mapping, submission of field book and submission of drawings in required number.

- 1.22 The contractor will appoint one “clerk of work” for building, who is qualified civil engineer (Minimum qualification B.E. Civil). The clerk of work shall duly record receipt of all materials on site and get it certified by the Engineer-in-charge. Chalan of all materials received on site shall be deposited with the Engineer-in-charge. It shall clearly indicate quality, make, quantity of material, date and time of supply and name of supplier. The chalan shall be verified and duly certified by the Engineer-in-charge and recorded in the material register by the clerk of work. The contractor will also make arrangement for cement godown, reinforcement yard, and areas for storage of fine aggregates, coarse aggregates and bricks. A separate godown shall be made for storage of all chemicals, admixtures and related accessories to be used for the said work. Once the materials are received on site, it shall not be taken out without permission of the Engineer-in-charge. Also, no material shall be taken out from the storage and used for the work without prior permission of the Engineer-in-charge. Any material taken out from the storage, if remains excess at the end of days work shall be redeposited in the storage. The clerk of work will maintain daily register for record of materials received, materials issued for work, materials redeposited, etc. which shall be daily got certified by the Engineer-in-charge. The “clerk of work” shall also maintain classified Itemwise material consumption record for all items of work and shall submit such statement at every 15 days interval to the consultant and SMC. Any pilferage’s, loss, damage of material due to any reason on site shall be sole responsibility of the contractor and no claim for the same shall be entertained. Profile of person, who shall work as clerk of works along with necessary details like qualification, experience, etc. and supporting documentation shall be submitted with the tender documents, failing which the tender shall be subjected to rejection.
- 1.23 The contractor shall strictly follow the quality assurance plan given in the tender. All necessary tests as mentioned in the quality assurance plan shall be carried out in approved laboratory and copy of results shall be submitted to the consultant and SMC. Before using any material on site, it shall be duly tested as mentioned in quality assurance plan. Materials, which do not give desired results, shall be rejected. All such rejected material shall be immediately removed from the site. All test samples shall be taken/made in presence of The Engineer-in-charge from SMC.

The contractor will also maintain a register to record all test results with related necessary information like location of test sample, type of test, date of sampling, number and frequency of sampling, date of testing, name of laboratory, expected test result, actual test result, remarks, etc. Any item of work, which does not

give desired results shall be rejected. It shall be demolished and reconstructed by the contractor at no extra cost.

- 1.24 The contractor shall give guarantee on Rs.300 stamp paper, regarding quality and soundness of repair, rehabilitation, reconstruction work being executed by him, for a minimum period of three years from the date of satisfactory completion of work. During such period of guarantee if any distresses are observed in the work executed by him and in the opinion of building committee and consultant, it is due to improper quality/soundness of the work, the same shall be again repaired, rehabilitated, reconstructed and the contractor shall not claim any extra for the said work.
- 1.25 Along with tender documents the tenderer will submit tentative completion schedule clearly indicating his approach for timely completion of work. The successful tenderer shall prepare detail Itemwise bar chart and get it approved by the consultant within 15 days of award of work. Large copy (A0 size) of approved Itemwise bar chart shall be clearly displayed at appropriate location on site during execution of work. Expected and actual progress of work shall be indicated by different colour on daily basis, so as to monitoring proper timely progress of work. Any lag between expected and actual progress shall be duly supplemented by reason thereof and shall be got approved by the Engineer-in-charge.
- 1.26 If required and suggested by the consultant, the contractor will conduct non-destructive UPV test during pre-repair and / or post repair period to prove quality/efficiency of repair, rehabilitation, reconstruction, work executed by him. Such tests shall be executed by approved agency, in presence of the Engineer-in-charge and copy of test results shall be submitted to the consultant and SMC. If desired results are not obtained; the contractor will redo the work executed by him till satisfactory results are obtained. All expenses for such tests and necessary redoing shall be borne by the contractor and no extra payment shall be made for the same.
- 1.27 Following special materials are proposed to be used for tendered work
 - a) Rust removing chemical
 - b) Anti – corrosive coating
 - c) Expanding grout additive
 - d) Super plasticizer
 - e) Polymer bonding agent
 - f) Polymer to modify mortar
 - g) Curing agent
 - h) Epoxy grout
 - i) Epoxy putty

The tenderer shall clearly provide following information about all above materials that he propose to use for the tendered work, and submit the same in tabulated form along with the tender documents.

1. Name of the manufacturing company
 2. Brand name / trade name of the material
 3. Name and address of the manufacturing plant
 4. Name and address of the authorised supplier
 5. Standard material specifications provided by the manufacturer
 6. Standard procedure of application provided by the manufacturer with proportion of material proposed to be used
 7. Manufacturer's test certificate shall be appended
- 1.28 The tenderer shall also clearly mention the quality and make of all other materials like cement, reinforcement, aggregates, bricks, etc. along with the name-address of supplier. He shall stick to the same throughout the project and no deviation in the same shall be permitted during execution of work.
 - 1.29 All member of temporary frame work (props, braces, spans etc.) used by the contractor to support RCC members during execution of repair, rehabilitation and reconstruction work shall be of steel and adjustable in nature. Steel props shall have base fixture and top fixture with jacking arrangements and provision for

proper bracing arrangements, while steel spans shall be of adjustable length with arrangements for proper bearing and fixing on steel props at their ends.

- 1.30 The contractor shall not claim any escalation in quoted price due to any reason. No such claim shall be accepted.
- 1.31 The quantities for various items of work mentioned in the tender documents are approximate and likely to vary. The contractor shall not claim any extra amount or compensation for any increase or decrease in the quantities mentioned in the tender document. No such claim of the contractor shall be accepted.

NOTE:

Wherever Engineer-in-charge is mentioned it shall mean Engineer of SMC appointed for the said work.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

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

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

S r . N o .	Name of work and Place	Cost on Completi on	Time taken in months to complete the work	Client name	Date of completion
1	2	3	4	5	6

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

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

Please Fill above details attached separate sheet.

Signature of the Contractor
With seal.

Place:

Date

ANNEXURE-II**Performa for declaration regarding work on hand with the tender:**

S r . N o .	Name of work with place	Estimat ed Cost	Date of Issue of work order	Stipulat ed period of comple tion	Amoun t 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.

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

ANNEXURE-III**List of Main Technical Staff Employed By The Firm On Date :**

S r . N o .	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
1	2	3	4	5	6

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

Signature of the Contractor with full address

ANNEXURE-IV**Statement Showing Details of Partners of The Firm :**

S r . N o .	Name	Age	Qualificatio n	Address	Telephone No.
1	2	3	4	5	6

Signature of the Contractor with full address

ANNEXURE-V**List of Articles / Machineries in Working Condition, Available With the Tenderer:**

S r · N o ·	Name of Articles/ Machineries	No. available in working condition (with make)	Location	Value of Articles/ Machineries
1	2	3	4	5

Signature of the Contractor with full address

ANNEXURE-VI**Contractors Schedule for execution of work in the form of Bar chart**

Sr. No.	Description of Activity	Start month and date and completion month and Date

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

ANNEXURE -VII

AFFIDAVIT

Name of Work: _____

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

Signed by the Authorize signatory of the firm

Title of the office

Name of the firm

Date:

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

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

ANNEXURE-VIII**ANTI-BLACKLISTING CERTIFICATE**

(on Non Judicial Stamp Paper as per prevailing norms of Gov. of Gujarat)

(To be provided by Bidder)

I M/s. _____ (Name of the Bidder along with name and address of registered office) hereby certify and confirm that we or any of our promoter/s/ director/s are not banned by Government of Gujarat (GoG)/ any other entity of GoG or blacklisted by any state government or central government/ department/ agency/local self Government in India from participating in Project/s, either individually or as member of a Consortium as on _____ (Bid Submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2022

To be signed by:

Authorised Signatory with name & designation

Name of the Bidder

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

- **It is mandatory to submit the supporting documents / certificates through online (Notarized colour scan copy)**

FORM NO. 3 (A)
REFERRED TO IN RULE NO. 5 B (II)
WORKWISE DETAILS OF WORK COMPLETED OR IN PROGRESS BY THE CONTRACTOR
(Attach Seprate Sheet if Necessary)

- | | | |
|----|--|----|
| 1) | Name of the Contractor | :- |
| 2) | Name of the Work | :- |
| 3) | Work Order No. | :- |
| 4) | Estimated cost of the work | :- |
| 5) | Tender Amount | :- |
| 6) | Date of Starting the work | :- |
| 7) | Date of the completion of the work (As per Contract Agreement) | :- |
| 8) | Actual Date of the Completion of the work | :- |
| 9) | Amount of the Work done upto | :- |

_____ (Signature of Contractor)

- | | | |
|-----|---|----|
| 10) | State whether the details, as above, given by the contractor are correct. If not, state as to what is the correct information. | :- |
| 11) | State whether the contractor has executed the "Work-in-progress" satisfactorily as per specifications/has completed the work satisfactorily as per specifications. If not, give the correct position of the work. | :- |
| 12) | Any other remarks | :- |

Date:
Authorized
Person
Stamp and
Signature

FORMAT FOR BANK GAURANTEE

To,
 The Commissioner,
 Surat Municipal Corporation,
 Surat.

- [1] In consideration of the Terms and Conditions of an Agreement made between Commissioner, Surat Municipal Corporation, Surat (herein after called "Surat Municipal Corporation") and (Contractor) (hereinafter called "Contractor") for the work of **MAINTENANCE & REPARING WORK OF EXISTING PHYSICAL FITNESS EQUIPMENTS AND PLAYING EQUIPMENTS IN VARIOUS MUNICIPAL GARDEN/SHANTIKUNJ IN SOUTH WEST (ATHWA) ZONE (2ND ATTEMPT)**. (Name of work) for the Earnest Money deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank (hereinafter referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the Surat Municipal Corporation an Amount not exceeding (Amount of Guarantee) (Amount of Guarantee in Words) against any loss or damage caused to or suffered by Surat Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said Contractor.
- [2] We Bank of....., do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Surat Municipal Corporation stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Surat Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding (Amount of Guarantee) (Amount of Guarantee in Words)
- [3] We undertake to pay the Surat Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
 The payment so made by under this bond shall be a valid discharge of our liability for payment thereunder and the contractor shall have no claim against us for making such payment.
- [4] We Bank of....., further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged or till Commissioner, Surat Municipal Corporation, Surat clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before **Dtd.** _____ we shall be discharged from all liability under this Guarantee thereafter.

- [5] We Bank of....., further agree with the Surat Municipal Corporation that the Surat Municipal Corporation shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Surat Municipal Corporation against the said contractor and to Forces or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any blamable, act or omission of the part of the Surat Municipal Corporation or any indulgence by the Surat Municipal Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have of a relieving us.
- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of, lastly undertake not to revoke during its currency except with the previous consent of the Surat Municipal Corporation in writing.
- [8] Notwithstanding anything contained here-in-above our liability under this guarantee is restricted to (Amount of Guarantee) (Amount of Guarantee in Words) shall remain in force until **Dtd.**_____ unless a claim or demand under the guarantee is made against us in writing and received on or before **Dtd.**_____ all your rights under the said guarantee shall be forfeited and we shall be relieved discharged from all liabilities there under.

Date :-

Seal, stamp and signature of
Bank's authorized signatory

COVERING LETTER

To,
 The Commissioner,
 Surat Municipal Corporation,
 Surat.

S i r,

I / We have tendered for the work..... of

and have paid Earnest Money Deposit
 Amounting to Rs..... drawn by

 (Name of the Bank)

The receipt No. dated by the Corporation is attached herewith.

In case, my / our tender is not accepted, therefore kindly arrange to refund the amount of Earnest Money Deposit paid by me / us as per the details referred to above.

Advance, stamped Receipt duly signed on Revenue Stamp of Rs. 1.00 p. is also enclosed here with.

Signature of the Contractor.....

Address :-

.....

.....

Encl : As Stated Above.

ADVANCE STAMP RECEIPT

Received with thanks the sum of Rs. (In Words.....
 only from Surat Municipal Corporation being the refund of
 Earnest Money Deposit placed by me/us vide Surat Municipal Corporation's Receipt No. dated
 along with the tender paper for
 the
 (Name of the work)

Date :-

Revenue Stamp

Signature of the Tenderer.

F.W.C. to the Accountant,

2. For remarks whether thedeposit amounting to Rs. placed on by
 Shri/M/s. in connection with the work of

 stands in full in the
 name of the aforesaid party (R.No. dated)

EXECUTIVE ENGINEER
 SOUTH WEST (ATHWA) ZONE
 SURAT MUNICIPAL CORPORATION

F.W.Cs. to EXECUTIVE ENGINEER, SOUTH WEST (ATHWA) ZONE,

To deposit of Rs. placed on by Shri/M/s. stands in full in the name of the aforesaid party.

Accountant.

Submitted,

For favour of sanction of refund Rs. being the amount of deposit placed on..... vide Receipt No..... by Shri/M/s..... in connection with the work of as the tender of the above party has been accepted / had not been accepted and the concerned contractor has paid security deposit of Rs. for the above referred work on Dt. The party has also executed an agreement for the above work. The above deposit stands in full in the name of the said party as certified by the Accountant on..... The expenditure will be debited on B.H.G. Tender Deposit Account.

Assistant Engineer / Jr. Engineer.

Sanctioned Accordingly.

Dy. Engineer

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

FORM OF PRICE BID(To be submitted Online through <https://smtender.nprocure.com>)

NAME OF WORK :- MAINTENANCE & REPAIRING WORK OF EXISTING PHYSICAL FITNESS EQUIPMENTS AND PLAYING EQUIPMENTS IN VARIOUS MUNICIPAL GARDEN/SHANTIKUNJ IN SOUTH WEST (ATHWA) ZONE.

To,
The Commissioner,
Surat Municipal Corporation,
Surat.
Dear Sir,

1. Having examined the Conditions of Contract, Technical Specifications, Bill of Quantities, Drawings and Addenda for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings and Addenda, Bill of Quantities estimates of Employer and its summary provided hereunder for percentage rate contract.
2. My/ Our offer works out as under
Tender Estimates:/-
Add/ Deduct _____ % above/ below
% (in words) _____
Net Amount In figure: Rs. _____
In word: Rs. _____
3. We acknowledge that we agreed to contract conditions and Technical specification, drawings, scope and all terms and conditions of this Tender and it forms part of our Bid.
4. Our offer is inclusive of all taxes.
5. The rates quoted include all constructional plant, labour, supervisions, materials, all temporary works and false works, construction, erection, maintenance, establishment and overhead charges, profit, any taxation and levies, and other charges together with all general risks, liabilities and obligations set out or implied in the Contract and including remedy of any defects during the Defects Liability Period.
6. We undertake, if our Bid is accepted, to commence the Works on Site within the period stated contract conditions after receipt of an order of the Executive Engineer's notice to commence, and to complete and deliver the sections and the whole of the Works comprised in the Contract within the period stated in the Conditions of Contract.
7. If our Bid is accepted, we will furnish Performance Security (ies) in the form of Bank Guarantee(s) as per Tender requirement to be severally bound on us in accordance with the Conditions of Contract.
8. We agree to abide by this Bid for the period of one hundred and twenty (120) days from the opening of Price Bid, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
9. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
10. We understand that you are not bound to accept the lowest or any Bid you may receive.
11. Surat Municipal Corporation has right to reject any or all bids without giving any reason.
12. Dated this _____ day of _____ 2026

Signature _____

In the capacity of _____

Duly authorised to sign Bid for and on behalf of _____

Address (in block capitals)

Name of Witness _____

Occupation of the Witness _____

Address of Witness

Signature of Witness _____

Seal and Signature of the Bidder

Date:

Notes:

1. Prices shall be quoted by the bidder in Indian Rupee.
2. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
3. The Contractor will have to maintain the adequate inventory of material required for Work so to timely completion of Work.

SPECIFICATIONS OF MATERIALS

1.0 ITEMWISE DETAILED TECHNICAL SPECIFICATION

Specifications for Outdoor Physical Fitness equipments.

This item of children play equipments is general. Specification for any equipment of children play area made out of steel fabrication, FRP, plastic moldings and wood in any combination which includes all these elements or includes a few are covered by this specification. however these are not only sole components but they form the major parts of the body.

1.1. Material:

- 1.1.1. Pipes are virgin galvanized steel conforming to I.S. 1161 and I.S. 1239 (part 10) of approved brand.
- 1.1.2. F.R.P. : Fiber glass reinforced plastics are made of top quality polyesters resin of reputed brand, virgin quality standard glass made of approved brand only. the molding of FRP shall be done by contact molding which gives minimum hardness of 35 bhn.
- 1.1.3. Molding : Plastic molded components shall be of non ageing, non toxic materials with u.v. stabilizers.
- 1.1.4. bearings: bearings shall be of reputed make and press fitted.
- 1.1.5. Fasteners: Bolts and nuts shall be galvanized and of approved brand.
- 1.1.6. Painting to the components would be powder coating process using pure polyester powder of known brand like berger, ICI, Asian paints or equivalent with coat of minimum 60 microns.
- 1.1.7. For the purpose of installation of the unit the item no 1 to item no 32 and their relevant material specifications shall be followed.
- 1.1.8. all materials are used in equipments like FRP, Powder coats, pipes etc. should be tested in presence of engineer-in-charge of SMC & test certificate should be submitted to smc. if testing is out of surat, then supplier have to arrange testing at its own cost.

1.2. workmanship:

- 1.2.1. Steel components shall be welded by CO_2 /electric arc welding using approved quality welding rods conforming to I.S. 814 All welded joints shall be properly grounded and coated with an epoxy sealant for rust resistance. All Sharp edges and corners shall be properly grinded before painting. All sheet metal components shall be galvanized for rust resistance.
- 1.2.2. Relevant item number description shall be followed for fabrication works.
- 1.2.3. Also the product shall have a finish equivalent to the best amongst the various products and of make as approved by executive engineer.
- 1.2.4. any item supplied shall be installed on site.
- 1.2.4.1. based on the size of the equipment a base shall be worked out. necessary excavation shall be carried out and a firm base prepared. over this base pcc 1:3:6 (1 cement : 3 coarse sand : 6 coarse aggregate 20 mm down) minimum thickness of 100mm.
- 1.2.4.2. Now the equipment shall be laid in position along with all anchors of the support complete.
- 1.2.4.3. Necessary foundation support shall be carried out.
- 1.2.4.4. Footing / pedestal shall then be cast once the equipment has been brought to thorough line and level.
- 1.2.4.5. Necessary curing would be carried out.
- 1.2.4.6. All work would be carried out as per item no. 1 through 7 specifications.
- 1.2.5. the whole process should be completed to finally give equipment ready for use smoothly without any undue vibrations, shocks etc.

1.3 Mode of measurements and payments:

1.3.1.Rates include rates for all material equipments,tools and tackles required for complete equipment.

1.3.2.Rate includes labor and material for erection /installation of equipment.

1.3.3.Rate is for a unit of one number.

SIGNATURE OF THE CONTRACTOR
WITH

ADDRESS:

DATE:

EXECUTIVE ENGINEER

SOUTH WEST (ATHWA) ZONE

SURAT MUNICIPAL CORPORATION

PROCESS CONTROL SPECIFICATION, WHICH IS STRICTLY APPLICABLE TO ALL THE MENTIONED PLAY APPARATUS

MATERIALS:

All materials shall be of first grade quality as per specification standards. The company is following all the procedures of ISO 9001:2008 standards.

G.I PIPES:

The GI pipe quality and approved make of Tata / Jindal / Asian / Zenith of ISI 1239 (PART I) 1979

M.S. ANGLE:

All M.S. angle are as per no.226 of 1975 (latest) approved make. This standard specifies sufficient strength to hold all kinds of assembly of playground equipments wherever it is applicable

CLAMPS FOR MULTIACTIVITY PLAY SYSTEMS:

We use clamps to assemble the Multi activity play systems. The clamps are made from nylon grade 6 plastic and are fitted with SS 304 graded non rusting nut-bolts conforming to ASTM E-1086:1994.

ELECTRICAL WELDING RODS:

Electrical welding rods shall be 5 manufactured by Advani or like or Sunarc equivalent. The welding rods shall not be kept in open environment much before in use as it may get affected by water vapour from the air, which may result in priority defect in the weld. thus reduces the welding strength.

NUT BOLTS & OTHER FASTENERS:

The galvanized iron nuts, bolts, and other fasteners must be used for all moving and non moving type of play equipments. all the fasteners used are of standard ones.

WELDING:

The Joining Work Shall Be Done By Metal Inert Gas (MIG) welding process where carbon dioxide (CO₂) is used as the inert gas. There shall be not be any longitudinal joint to make up the length in any member of the apparatus. unless otherwise stated or permitted. The welded joints shall be ground with electric surface grinder and finally polished the ground surface are then finished with epoxy sealant of M-seal brand. Utmost care is taken while welding to ensure that won't be any under cuts or foreign particles entrapment or hydrogen embrittlement in the welded joints.

BENDING:

During bending operation it is ensured that won't be any deformations in the diameter of the pipe more than 1.2 times the dia. This is achieved by use of slip gauges, and the usage of special bending dies suitable for different diameters. all the bending are done by using mechanical bending machine, to give the perfect curves. other non-standard and complicated curves are formed manually by using special pipe holding fixtures which are capable to give a wide range of shapes to the pipes.

DRILLING:

All the holes are drilled by the use of Specially designed hardened drilling fixtures to ensure repeatability and interchangeability of the components.

CUTTING:

All the cutting are done by the use of bend saw machine and cross cutting machines to ensure linearity in cutting and exact length.

PLATING:

All the plated parts are hot dipped galvanized or electro galvanized which are passivated thicknesses of all plating are ensured to be a minimum of 10 microns.

F.R.P PROCESS:

All the fibre reinforced plastic (FRP) materials are processed by the hand laid process which is considered to be the best of its type in the wherein the process is as follows:

- After the preparation of the mould is done a layer of gel coat is applied which is of NPG which is duly mixed with UV stabilized pigment to give the required colour to the product.
- Then a coat of GP resin is applied above the surface of the gel coat after it becomes tack free.

THE CONSTITUTIVE LAYERS OF C.S.M (CHOPPED STRAND MATT GLASS)

- Fibers are laid down along with resin to the required extent to build up the required thickness in sandwich pattern.
- The back side coating of the resin is done to give a smooth finish.
- The moulds are kept open to dry for a specified duration. This procedure strengthened the FRP.
- After the mould is completely cured for the specified duration the FRP is removed from the mould. Then all the corners and edges of it are ground to make them smooth and harmless from the strands of the glass wool.

ROTO MOULDED PLATIC PROCESS:

Use bi AXIAL 3 arm rotational machine. The oven temperature is set to 180 to 210 degree celsius. LLDPE (Linear Low Density Polyethylene) of grade-36RA045 UV 4@ is mixed with Colour pigment in colour mixer for even mixing. The mixture of LLDPE & colour pigment is spread in the required mould. The quantity of material is used such that it gives a wall thickness of 4 to 5 mm. The mould is then mounted in the arm of the machine, the arm is then shifted to the oven for fusion for 20 mins. The arm made to rotate in X & Y axis for proper moulding. The arm is then shifted to the cooling station for 20 mins for proper cooling. The arm is shifted to the loading & unloading station for de-moulding.

PAINTING PROCESS OF STEEL STRUCTURES:

Item no.-1 *All the steel items that are to be painted are first made free from:*

- Any burr and welding spatters are ground to finish and cleaned.
- with degreasing chemical solutions and phosphating is done and all the welded joints are applied with epoxy sealant.
- exposure to atmosphere so that further corrosion is not going to take place besides the sealing process a parts smooth and better aesthetics to the product.
- The powder is sprayed onto the substrate by means of static electric gun at 8000 volts, ensure uniform powder thickness all over. The thickness maintained is a minimum of 60 to 80 microns. (dry film thickness)
- The coated product is then cured in oven at 200 degree celsius for twenty minutes.

INSPECTION:

All the raw materials and parts are inspected for any defects like scratches, dents, cracks and similar shortcomings. The in-process parts are inspected while working on them by the skilled

operators themselves and by the supervisors for matching ability and conformance to the desired dimensions. The Company carries out 100% inspection of the final goods produced for the conformation with specifications. All the part assemblies are checked for their matching with corresponding parts and their interchange ability.

PACKING:

All the equipments manufactured, painted and tested for quality are then packed to make them ready for dispatch. The packing material generally used is of HDPE type or it is called as bubble packing. This packing facility provides shock absorbing capacity and damage proofing to the packed product. Many times sample plastic packing is used to wrap and tie the Product in order to provide dirt and scratch proofing.

- FOR ANY ADDITIONAL SPECIFICATIONS THE WORK SHALL BE EXECUTED AS DIRECTED BY ENGINEER IN CHARGE.
- (NB=NOMINAL BORE=INNER DIA / LLDP = LINEAR LOW DENSITY PLASTIC)

GENERAL MATERIALS SPECIFICATIONS

PIPES:- All pipes are of galvanized steel conforming to IS: 1239(part) of reputed make like asian, Tata Zenith etc. All pipes should be in "B" class.

FIBERGLASS REINFORCED PLASTIC:- all FRP products are made of top quality. polyester resin of reputed brands and virgin quality standard glass made of reputed brand only. The molding of frp is done by contact moulding & has a minimum hardness of 35 bhn. The frp products are all self pigmented, food grade materials with U.V. stabilizers. The following grades and quality of materials are used for making FRP:-

GELCOAT	ISOPHTHALIC TOOLING GELCOAT(DRY SLIDE)
RESIN	UNSATURATED POLYESTER RESIN OR ISOPHTHALIC THIXOTROPIC RESIN
MAT	FIBERGLASS E-MAT 450 GSM
MAT	FIBERGLASS E-MAT 300 GSM
MAT	FIBERGLASS WOVEN ROVING 600 GSM
MEKP	CATALYST MEKP
ACCELERATOR	ACCELERATOR COBALT

ROTOMOULDED PLASTIC :-

LLDPE with Self Pigmented Color and U.V Stabilizer are used in the rotomolded plastic products. The products are seamless for long life and durability. The material used in manufacture of rotational molded Plastic is LLDPE (Linear Low Density Polyethylene) of Grade -36RAA045(Food Grade Plastic) with density 963 kg/m. The material is added with anti-oxidant & 4% UV for protecting the product from color fading. The material is tested with

weather ability test, carbon test, MF.I (melt Flow Index) test, fatigue test. the mold is fixed to three arm bi-axial rotational molded machine.

SWING SEATS :-It Is The Made Of Synthetic Rubber Reinforced With Heavy Duty Canvas 7 Has A Chequered Non- Skid Top. The Rubber Seat Is Affixed On 6mm Thick GI Chain Which Is Rubber Dipped To Prevent Figure Entrapment The Seat Is Fixed With S Hook Of dia 8mm & Triangular Hook Of Grade SS 304.

BEARINGS :-

All bearings are heavy duty bearings (32209,6005,6007) of reputed make (SKF, NTN or equivalent & press fitted for smooth rotation with lubricant and water silence.

EASTERNERS :-

All the bolts & nuts are totally galvanized.

FABRICATION :-

All steel components are welded by electric are welding using the best quality welding rods confirming to IS; 814. All welding joints are properly rounded & coated with an epoxy sealant for rustresistance. All sheet metal components are galvanized for rust resistance.

POWDER COATING :-

The powder is sprayed onto the substrate by means of static electric gun at 8000 volts, ensure uniform powder thickness all over. The thickness maintained is a minimum of 60 microns. (dry films thickness).The coated product is than cured in oven at 200 degree Celsius for twenty minutes.

MANUFACTURING :-

SMC Follow British & European Standards for Playground Equipment Under BS EN 1176; 1999PARTS 1 TO 7 & we require C.E. Certificate of product with is used in this tender.

- IS 1239 (Part 1) 1990 : mild steel tubes tubular and other wrought steel fittings parts
- Is 1363 (Part 1)1992 : hexagon head bolts, screws and nuts of products grade : (part 1)hexagon head bolts (Size range M5 to M 64) (third revision)
- (Part 2) 1992 : hexagon head bolts (Size range M5 to M 64) (third revision)
- (Part 3) 1992 : hexagon head bolts (Size range M5 to M 64) (third revision)
- Is 2429 (Part 1) 1987 :Round steel short link chain (electric butt welded), grade 1(3) part 1non- calibrated load chain for lifting purpose (third revision)
- Is 3109(Part 2) 1982 : Short link chain grade m(4) part 2 calibrated lad chain for pulleyblocks and other lifting appliances (second revision)
- Is 6869 (Part 1) 1973 : Playground equipment for parks : part 1 general requirements.



ADDITIONAL INSTRUCTION TO TENDERER

➤ **Below document must submit in hard copy and Soft copy.**

- Earnest Money Deposit as mentioned in the Tender.
- Tender Fees as mentioned in the tender
- Affidavit of Annexure VII on Non Judicial Stamp Paper of Rs.300/-
- Anti-Blacklisting Certificate of Annexure VIII on Non Judicial Stamp Paper of Rs.300/-

➤ **All nessassary document (i.e. mentioned in Qualifying Criteria of Bidder) shall be submitted in soft copy only.(Online)**

- Pancard
- Address Proof

Note :- Every Tenderer must read tender Carefully and Submit all the Documents as mentioned in the Tender.