



## Surat Municipal Corporation South West (Athwa) Zone

**Name of work :-** Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.

### Work No.01

E- Tender

Tender (On Line) Notice No. Dy.Commissioner/S.W.(Athwa)Zone/No.02/2026-27

### VOLUME-I : TECHNICAL BID

DOWNLOAD OF TENDER DOCUMENTS FROM website <a href="https://smctender.nprocure.com">https://smctender.nprocure.com</a>	:	From Dt.01/07/2026 to Dt.10/07/2026 up to 18.00 hrs.
DATE OF PRE-BID CONFERENCE	:	-----
LAST DATE OF SUBMISSION OF ONLINE TENDER	:	On or Before Dt.10/07/2026 up to 18.00 hrs
LAST DATE OF SUBMISSION OF TENDER FEES, EMD AND OTHER DOCUMENTS IN HARD COPY	:	From Dt.13/07/2026 to Dt.20/07/2026 18.00 hrs. The Chief Accountant, SMC, Tapi Bhavan, Surat by R.P.A.D./Speed Post
Opening of technical bids (online)	:	on Dt.13/07/2026, 11.00 hrs.
Opening of Price Bid (online)	:	on Dt.21/07/2026, 11.00 hrs.
ESTIMATED AMOUNT	:	Rs. _____ Ps.
E.M.D.	:	Rs. 45,000-00 Ps.
DOCUMENT FEES	:	Rs. 1500-00 + 18% GST = Rs.1770-00
CLASS	:	" E-1 & Experience of similar work "

**TENDER TO BE SUBMITTED TO:**

**THE CHIEF ACCOUNTANT,  
SURAT MUNICIPAL CORPORATION, TAPI BHAVAN  
SURAT – 395003.**

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

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

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## SURAT MUNICIPAL CORPORATION

### 1.0 NOTICE INVITING TENDER

#### (A) RECEIPT AND OPENING OF TENDER:

Online Tenders will be received from the established and reliable contractors on **Dt.01/07/2026 to Dt.10/07/2026** up to 18.00 hrs. on website [smc.nprocure.com](http://smc.nprocure.com). The tender received after due time and date specified will not be accepted.

#### (B) Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.

1. ESTIMATED COST : Rs. \_\_\_\_\_ Ps.
2. EARNEST MONEY DEPOSIT : Rs. 45,000-00 Ps.
3. TIME LIMIT : 3 Months (Including Monsoon)
4. DOCUMENT FEE : Rs. 1500-00 + 18% GST = Rs.1770-00
5. REGISTRATION REQUIRED : " E-1 & Experience of similar work "

#### (B-1) Note:-

“Demand draft for E.M.D.& Tender fee shall submitted in electronic format only through online ( by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & Tender fee is received electronically. However for the purpose of 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 & time from the last date of uploading. Penaltative action for not submitting D.D. in original to Account Department (Main office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year. Any documents in supporting of bid shall be in electronic format only through online(by scanning)& hard copy will not be accepted separately.”

#### (C) OPENING OF TENDERS:

The tenders will be opened online in presence of bidders and opening authority subject to receipt of Tender Fees, EMD and other Documents in hard copy. The tenders will be opened in two stages i.e Technical Bid and Commercial Bid.

#### (D) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from [smc.nprocure.com](http://smc.nprocure.com) from **Dt.01/07/2026 to Dt.10/07/2026** upto 18.00 hrs.

Tender documents fees of **Rs. 1,770-00 Ps.** 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 "The Commissioner, Surat Municipal Corporation" payable at Surat and shall be submitted alongwith EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. The Surat Municipal Corporation shall not be liable for any postal delay in any case.

(E) **CONTRACT PERIOD :**

The total contract period is hereby fixed as **3 Months (Including Monsoon)** from the 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. 45,000-00 Ps.**
- (d) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.
- (e) The successful Tenderer will be required to furnish a performance bond (Security Deposit) of and amount equal to (2%) Two percent of the tendered amount.
- (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
- (g) The Surat Municipal Corporation may withhold issuance of the Notice of proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
- (h) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (g) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (h) **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.**
- (i) **Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.**

(G) **RECEIPT OF TENDER DOCUMENTS :**

The following details are to be submitted online on [smc.nprocure.com](http://smc.nprocure.com) :

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

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

- Tender fees in prescribed format
- Earnest Money Deposit in prescribed format
- Addenda Corrigendum (if any) duly signed by Contractor.
- Annexure I to X along with all necessary supporting documents
- Affidavit of Annexure A on Non Judicial Stamp Paper of Rs.300/-
- Under Taking for Not Black Listed of Annexure B on Non Judicial Stamp Paper of Rs.300/-

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

❖ **Note:-As per City Engineer Note No.61,Date 05/02/2025**

Currently, in the tenders invited through e-tender system in Surat Municipal Corporation,generally, the necessary documents related to the tender (tender fee, E.M.D.,registration,turnover, solvency certificate, experience certificate and other documents) are invited separately in hard copy on some specified days after the last date of online price bid submission. Considering the complaints received in this regard, in the e-tender to be scanned online and uploaded in electronic format. The details submitted in this way will be considered as the amount of the guarantee and tender fee received. And accordingly, the tender will be opened only for the amount of the bid and the tender fee received in electronic format. For actual payment, the tenderer will have to submit the original demand draft by registered post AD./Speed post to the Account Department (Main Office) within 07 (seven) days from the last date of uploading. In the first case of non-receipt of the original demand draft in the office of the Chief Accountant of Surat Municipal Corporation within the stipulated time, penal action will be taken to recover the penalty as per the table given below.

	<b>Tender Amount</b>	<b>Penalty Amount Rs.</b>
	Up to Rs. 1.00 crore	10,000/-
	Rs. 1.00 crore and more than Rs. Up to Rs. 10.00 crore	20,000/-
	More than Rs. 10.00 crore and up to Rs. 50.00 crore	30,000/-
	More than Rs. 50.00 crore and up to Rs. 100.00 crore	70,000/-
	More than Rs. 100.00 crore	1,00,000/-

If the tenderer does not deposit the penalty amount with the Municipal Corporation within 10 days and/or if the tenderer commits such a default/mistake for the second time, then in case the demand draft is not actually received for the second time, punitive action will be taken against the contractor (if the contractor does not pay the tender fee and guarantee amount within the stipulated time, the registration of the contractor will be kept in abeyance for 06 (six) months and the e-tendering code will be cancelled for 06 (six) months.) Any documents required for the support of tender bids shall be scanned and sent online in electronic format and hard copies shall not be accepted separately. (Reference:- Roads and Building Department Circular No.: Pachar-102008-5-S, Secretariat Gandhinagar, dated 18/01/2008 and dated 27/11/2008)

(H) Tender Validity Period:

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

(I) Rights Reserved:

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

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

During Tender validity period, if any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in this tender, then The Surat Municipal Corporation shall without prejudice to any right or remedy be at liberty to reject the tender and forfeit the Earnest Money Deposit in full. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of The Surat Municipal Corporation.

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

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature of the Contractor  
With seal.

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

**ANNEXURE-I**

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

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

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

Please Fill above details attached separate sheet.

Signature of the Contractor  
With seal.

Place:

Date:

## ANNEXURE-II

Performa for declaration regarding work on hand with the tender:

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

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

Signature of the Contractor  
with seal

Place:

Date:

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

Please Fill above details attached separate sheet.

**ANNEXURE-A**

**AFFIDAVIT**

Name of Work: \_\_\_\_\_

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

\_\_\_\_\_  
Signed by the Authorized signatory of the firm

\_\_\_\_\_  
Title of the office

\_\_\_\_\_  
Name of the firm

Date:

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

**ANNEXURE- B**

**UNDER TAKING BY THE TENDERER FOR NOT BLACK LISTED**

I/We ..... Address .....

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

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

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

SIGNATURE AND SEAL OF THE CONTRACTOR:

Name: .....

Address: .....

.....

Date :

Place :

Note:- The Undertaking by the Tenderer for not black listed format as indicated above to be furnished on non-judicial stamp paper of Rs.300 and duly notarized

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

**CONTRACTOR TO PLEASE READ THIS CAREFULLY**

- (1) If the tender is taken in favour of the company, a company of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
- (2) Solvency certificate of current year Bank or a Revenue Officer of an amount up to 20% of the tender cost plus works on the hand still to be executed will have to be produced by the contractor.
- (3) Voucher for earnest money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local Bank drawn in favour of the Municipal Commissioner. Earnest Money by cheque shall not be accepted.
- (4) The contractor shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and Ward under he is which assessed.
- (5) Copies of certificate as regards previous experience, if any must accompany the tender.
- (6) Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
- (7) All pages of Schedule: 'A & B' & specification should be initialed by the contractor.
- (8) All corrections, erasures & over writing should be initialed by the contractor.
- (9) Discrepancies and adjustment of errors:-Any error in quantity or amount in Schedule-'B' showing item of words to be carried out shall be adjusted in accordance with the following rules:-
  - (a) In the event of a discrepancy between description in works and figures quoted by a tenderer in the 'rates' column, the descriptions in words shall prevail.
  - (b) In the event of an error occurring 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 unit 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 forward 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 substitute for the sum originally tendered and considered for acceptance.
- (10) (i) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per instruction No.1 to 9 above are not complied with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the guidance 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 initialed by the tenderer.
  - (iv) Any erasures is made by him in the tender

**AND**

  - (v) The tenderer or in the case of a firm, each partner or person holding the power of attorney thereof does not signed or the signature/s is/are not attested by a witness on page-9 of the tender in the space for the purpose.

- (12) In respect of the tenders from the co-operative society, a solvency certificate of an amount equal to 20% of the amount of the work put to tender will have to be produced 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 describe 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 be 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 in what manner the work is to be carried out it being understood that the best modern practice is to be followed. The contractor should forthwith comply with such instructions.

- (3) The contractor should take 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) Notwithstanding that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contractor 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) **Demad Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & Tender fee is received electronically. However for the purpose of 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 & time from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting D.D. in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and Cancellation of E-Tendering code for One year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.**

- **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 Term of Contract agreed upon during the course of execution of this Contract.

- From last date of submission of tender and During the course of execution of contract if there is any change in Rate of GST (Goods & Service tax) by the Government the same i.e. only the difference shall be reimbursed / recovered separately by SMC subject to the submission of original Receipt /Proof for the amount actually remitted by the Successful Tenderer / Contractor / successful bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) days from the date of payment Remittance of GST within stipulated period shall be the sole responsibility of the successful Bidder / contractor, failing which, SMC may recover the amount due from any other payable dues with SMC and decision of Municipal commissioner shall be final and binding on the contractor / successful Bidder in this regard further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security deposit/ Performance Guarantee Amount.
- Except GST, If imposition of any other new Taxes / Duties / Levies / Cess or any other incidentals etc. or any increase in he existing Taxes /Duties / Levies / Cess or any other Incidentals etc.(Excluding GST) are imposed during the course of the contract, the same shall be borne by the contractor / successful bidder only, in no case SMC shall be liable for the same and obliged to reimbursed and no dispute regarding same shall be entertained by SMC.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature of the Contractor  
With seal.

Address:

Date :

## **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.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature of the Contractor  
With seal.

Address:

Date :

## **INSTRUCTION TO TENDERERS**

### **IT-01 GENERAL :**

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

### **IT-02 INVITATION TO TENDER:**

The Surat Municipal Corporation hereinafter referred to as the Corporation will receive tenders for the **Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.** as per the specifications in the tender documents. The tenders shall be opened in presence of opening authority Surat in the presence of tenderers or their representatives who are present. The Corporation reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against the corporation or its officers, employees, successors or assignees for rejection of his tender.

### **IT-03 LANGUAGE OF TENDER :**

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

### **IT-04 QUALIFICATIONS OF TENDERERS:-**

(A) Tenderer shall be required to submit the enlisted documents along with Technical Bid, E.M.D. and tender fees. If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened.

Mainly tenderer shall fulfill following the pre-qualification.

(a) Experience of having successfully completed similar works during last 7 years either of the following:

**NOTE :- (1) SIMILAR WORK MEANS PREPARATION OF ARTIFICIAL POND WORKS INCLUDING EXCAVATION, SUPPLYING & LAYING OF HDPE SHEET, SUPPLY OF MACHINERY & MANPOWER IN SINGLE TENDER WORK ONLY.**

**(2) SEPARATE ITEM WORK INCLUDED IN SCHEDULE-B WILL NOT BE CONSIDERED .**

(1a) Three similar completed works, each costing not less than amount equal to Rs. 18,00,000.00  
OR

(2a) Two similar completed works, each costing not less the amount equal to Rs. 22,50,000.00.  
OR

(3a) One similar completed works, each costing not less the amount equal to Rs. 36,00,000.00.

(b) Turnover during last 3 years, ending 31st March of previous financial year should be atleast Rs.13,50,000.00. An attested copy of annual turnover for last 3 years should be enclosed.

(c) Solvency certificate from bankers of schedule bank/Nationalized bank for the Rs.10,00,000.00. Tenderer has to submit higher amount of bank solvency if so desired by Commissioner.

(d) An attested copy of registration with MES, Various department of State Govt., Surat Municipal Corporation, CPWD etc.

(e) List of the works already complete last years in prescribed Performa as per Annexure-I and attested copies of certificates from head of the office concerned for completion of the works.

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

Year	Multiplying factor
Immediate last year of the assessment year*	1.10
Second	1.21
Third	1.33
Fourth	1.46
Fifth	1.61

Sixth	1.77
Seventh	1.95

Bidder should indicate actual figures of cost and the amount for the work executed in Annexure-I without accounting for the above mentioned factors.

(f) Declaration regarding the work on hand with the tender should also be given in prescribed performa as per Annexure-II. Attested copies of work orders, interim certificates if any shall also be attach as supporting documents.

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

#### **IT-05 TENDER DOCUMENTS :**

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

#### **IT-06 EXAMINATION BY TENDERERS :**

- A. At his own expenses and prior to submitting his tender, each tenderer shall (a) examine the contract Documents, (b) visit the site and determine local conditions which may effect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all CENTRAL, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.
- B. The tender quantity is approximate and may increase or decrease. Any increase or decrease in quantity will not entitle tenderer to claim any extra over the quoted rate.
- C. Tender Documents be completed by legible ink, checked in a responsible manner, signed, stamped and returned together with the Tender Security Bond by the stipulated date, which shall form the Tender.

The Tenderer is required to complete :

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

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

#### **IT-07 EARNEST MONEY DEPOSIT:**

- A. The Tender shall be accompanied by of Earnest Money Deposit **Rs. 45,000-00 Ps.** The tenderer shall pay Earnest Money Deposit to be deposited by pay order/demand draft issued in favour of Commissioner, Surat Municipal Corporation, Surat through Nationalised/Schedule Bank only. The Earnest Money Deposit in the form of FDR or cheque shall not be accepted. The tenderer shall have to mention details of Earnest Money Deposit on the seal cover of Earnest Money Deposit. The tender received without Earnest Money Deposit shall be out rightly rejected. The instruments for Earnest Money Depository shall be issued by or payable/encashable at Surat Branch of the said nationalized bank.
- B. The Earnest Money Deposit(Tender guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the Performance Guarantee Bond to the owner as stipulated in this tender documents within ten days after receipt of notice of award of contract. In such case owner may disqualify the tenderer from tendering for further works, under the jurisdictions of the Corporation (S.M.C.).
- C. The Earnest Money Deposit of the successful tender shall be returned after the performance garantee 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 xerox copy of the PAN card.

**IT-09 PREPARATION OF TENDER DOCUMENTS :**

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

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

**IT 10 SUBMISSION OF TENDERER DOCUMENT :-****1. Following documents shall be submitted in HARD COPY TO Surat Municipal Corporation:**

- Earnest Money Deposit as mentioned in the Tender.
- Tender Fees.
- Addenda Corrigendum (if any) duly signed by Contractor.
- Annexure I to X along with all necessary supporting documents
- Affidavit of Annexure A on Non Judicial Stamp Paper of Rs.300/-
- Under Taking for Not Black Listed of Annexure B on Non Judicial Stamp Paper of Rs.300/-

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

**(i) COVER-1 : Technical Bid**

**E.M.D and Tender Fees for the work of Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.** along with other Documents in Hard Copy upto within stipulated Date & Time up to 18.00 hrs. Also mention the name of tenderer, address, tender notice number etc. on the cover.

**(ii) PRICE BID**

Price bid for the work of **Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.** shall be submitted online only.

The name of work to be written on cover shall be work of **Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.** Also mention the name and the address of tenderer, tender notice

number on the cover and to be submitted to the **Chief Accountant, Surat Municipal Corporation, Tapi Bhavan, Surat – 395 003.**

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. 45,000-00 Ps.** The tenderer will pay Earnest Money Deposit by Pay Order/Demand Draft issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank. In the form of Demand Draft and Bank Guarantee.
    - (b) A covering letter detailing various considerations considered in tender shall invariably be given.
    - (c) Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant Page of the tender documents.
  3.
    - (a) List of tools, plants and equipments with tenderer in detail.
    - (b) Technical establishment/staff of the tenderer in required Performa with their names, qualifications and experience.
    - (c) Tenderer shall furnish along with the tender, information regarding Income tax circle of the district in which he is assessed for income tax with PAN No.
  4. Submission of a tender by a tenderer shall mean that he has read this notice and contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and nature of required quantities of materials stores, tools and plants etc. that may be required by him in carrying out the work and of local conditions and laws and bylaws of the Government, Surat Municipal Corporation and other factors bearing influence on the execution and cost of the works.
  5. E.M.D., Tender Fee 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, Surat-395003 on within stipulated Date & Time up to 18.00 hrs.
- The same will be opened on the next day if possible in the presence of the tenderers, who shall remain present in the office of "Tender opening officer, Surat Municipal Corporation, Surat. Late tenders (i.e. tenders received after the specified time of opening), delayed tender (i.e. tenders received before the time of opening but after due date and the time of receipt of tender) shall not be considered at all. Tenders received by Registered Post A.D./ Speed Post after the time and the date specified in the tender notice shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.
6. Tender shall stand rejected if:
    1. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
    2. The tenderer shall submit the tender which satisfied each and every conditions laid down in the notice tender documents, failing which the tender will be liable for rejection.
    3. Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
    4. Stipulates the validity period less than what is stated in the form or tender.
    5. Stipulates his own conditions.
    6. Does not quote his rates inclusive of Octroi duty and other terminal or sales tax or CENTRAL taxes in his rates.

7. Does not disclose the full names and address of all his partners in the case of partnership firm.
  8. Does not pay the Earnest Money Deposit by Demand Draft/Pay order and Tender Fees with Technical Bid (Cover-1).
  9. Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
  10. Does not attached the document mentioned.
  11. The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
7. All corrections, additions or posted slips to be initialed by the tenderer.
  8. All page of tender documents including specifications should be initialed by the contractor.
  9. The tenderer shall submit the tender which satisfies each and every conditions laid down in this notice and tender documents failing which the tender is liable for rejection.
  10. Notice of inviting tenders shall be a part of the contract documents.
  11. Acceptance of tenderer/quotation will rest with the competent authority of Surat Municipal Corporation who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof.
  12. The contractor shall also attach list of machineries, tools, plants, equipments which he propose to deploy for this work.
  13. All octroi duty and other taxes chargeable by the Municipal Corporation shall be payable by the Contractor.
  14. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
  15. Tender once offered can not be withdrawn except with the permission of head of the concerned department, Surat Municipal Corporation, Surat.
  16. The successful tenderer shall be required to enter in to agreement with Municipal Corporation after placing the work order for the said work from SMC.
  17. The successful tenderer may be required to furnish surety of 20% of the contract value on stamp paper if so desired by the Municipal Commissioner.
  18. The tenderers are requested to give complete specification of work quoted.
  19. Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
  20. The Price-bid will be opened only after technical clarifications are clarified.
  21. Surat Municipal Corporation reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.

#### **IT-11 TENDER VALIDITY PERIOD :**

The validity period of the tender submitted for this work shall be of one hundred twenty (120) Calendar day from the date of opening of price bid and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions of his own in his tender. If this is done then the owner shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

**IT-12 SIGNING OF TENDER DOCUMENTS :**

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

If the tender is made by a firm in partnership it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the firm signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited Corporation, it shall be by a duly authorised person holding the power of attorney for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All signatures in the Tender document shall be dated.

**IT-13 WITHDRAWAL OF TENDERS :**

If, during the Tender validity period, the Tenderer withdraws his Tender, the Tender Security (Earnest Money) shall be forfeited and the Tenderer may be disqualified from tendering for further works under the jurisdiction of SURAT MUNICIPAL CORPORATION

**IT-14 INTERPRETATIONS OF TENDER DOCUMENT :**

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters which may in any way effect the work or the cost thereof. Should a tenderer find discrepancies or omission from the specifications or other documents, or should be in doubt as to their meaning, he should at once address query to the Divisional Head provided for concerned authority as referred in the Tender Document in Clause GC-01 (Definitions and interpretations) of the (General Condition of Contract). Any resulting interpretation of the Tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the SMC / Consulting Engineer shall not be binding on the Municipal Corporation.

**IT-15 ERRORS AND DISCREPANCIES IN TENDERS :**

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

**IT-16 MODIFICATION OF DOCUMENTS :**

Modification of specifications and extension of the closing date of the tender, if required, will be made by an addendum. Copies of each addendum will be sent to all tenderers. These shall be Signed and shall form a part of tender. The tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

**IT-17 ADDENDA**

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

A. The Engineer of the owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.

B. No Addendum may be issued after the time stated in Notice Inviting Tenders.

**IT-18 TAXES AND DUTIES ON MATERIAL :**

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

**IT-19 EVALUATION OF TENDERS : DELETED**

**IT-20 EVALUATION OF TIME REQUIRED FOR COMPLETION :**

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

**IT-21 POLICY FOR TENDER UNDER CONSIDERATION :**

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

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

**IT-22 PRICES AND PAYMENTS :**

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

**IT-23 PAYMENT TERMS :**

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

**IT-24 AWARD :**

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

A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the owner. A copy of the required form is included in the contract documents.

B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein, the SMC may annul his award and declare the tender security forfeited.

- C. A Corporation, Partnership firm or other consortium acting as the Tenderer and receiving the Award shall furnish evidence of its existence and evidence that the officer signing the Contract Agreement & Bonds for the Corporation, partnership firm or other consortium acting as the Tenderer is duly authorised to do so.

**IT-25 SIGNING OF CONTRACT :**

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

**IT-26 DISQUALIFICATION :**

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

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

A. Tenderer may further be disqualified if :

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

**IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :**

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

- (a) By a demand draft of a Scheduled bank Acceptable to owner on the Surat Branch.

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

Security deposit shall be paid in time and if it is paid after fifteen(15) 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.

**IT-28 STAMP DUTY :**

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

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

**IT-29 BRAND NAMES :**

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

**IT-30 NON-TRANSFERABLE :**

Tender documents are not transferable.

**IT-31 COST OF TENDERING :**

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

**IT-32 DEFECT OF TENDER :**

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

**IT-33 CHANGE IN A QUANTITY :**

The Surat Municipal Corporation reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejections and also to vary to quantities of items or group as specified in the Schedule of price as may be necessary. Claim what so ever by the contractor on the basis of variation of quantities shall not be entertained.

**IT-34 NEW EQUIPMENT AND MATERIAL ;**

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

**Product Specification :**

Material	HDPE
Thickness	500 micron
Color	Black
Density (g/m Cube)	0.9
Condition	New
GSM	420 gsm
Pattern	Woven Fabric

**Product Description :**

**HDPE Geomembrane Sheets** are manufactured by using high grade high - density polyethylene and advanced technology compliance with industry standards. Moreover, these sheets are designed in varied specifications

**Features:**

Chemical resistant

Free of leach-able additives

Resistant to ultraviolet Degradation







**IT-35 RIGHTS RESERVED ;**

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

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

**IT-37** No mobilization 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 back-filling the trenches shall have to be removed from the site as directed.

After compaction and consolidation, if any short fall of earth is found then contractor has to bring the same to the required quantity in order to meet shortfall at his own cost. More over, if any settlement of road after reinstatement is observed during the defect liability period of the work. Contractor shall be fully responsible for the defective work and patches/ depression / settlement shall be repaired with quarry spoil or metal at contractor's own cost. If contractor fails to repair the patches / depression / settlement in time, corporation will repair it at all risk and cost of contractor.

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

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature of the Contractor  
With seal.

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

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

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

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

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature of the Contractor  
With seal.

Address:  
Date :

## **CONDITIONS OF CONTRACT**

### **CLUASE-1 : Security Deposit**

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugant to the context include his heirs, executors, administrators and assignees) shall (within 15 days of the receipt by him of the notification of the acceptance of his tender otherwise 0.065% per day of S.D. amount will be charged as penalty) deposit with Municipal Commissioner in cash or Government securities endorsed to the Commissioner sum sufficient which will make up the security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall

be considered as cancelled. The security deposit lodged by contractor shall be refunded after the expiry of the Defects Liability period as shown in the attached Memorandum after deducting dues, if any, which become liable to be recovered from the contractor under the terms and conditions of this Agreement.

### **CLAUSE-2: Compensation of the delay**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the assence of the contract on the part of the contractor) and the contractor shall pay as compensation a **Item rate** amount (shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper days, And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete parts of the work during the period shown in the attached Memorandum.

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

### **CLAUE-3 : Action when whole of security deposit is forfeited.**

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

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

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

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

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

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

**CLAUSE-4: Contractor remains liable to pay compensation if action not taken under clause(3)**

If the progress of any particular portion of the work is unsatisfactory the Commissioner shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing and contractor will have no claim for compensation for any loss sustained by him owing to such action.

**CLAUSE-5: Power to take possession of require to removal of, or self contractor's plan**

In any case in which any of the powers conferred upon the Commissioner by clause 3 and 4 hereof shall have become exercisable and same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation mounting to the whole of his security deposit require or and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Commissioner taking action under sub-clause (a) or (c) of clause 3, he may, be he so desire to take possession of all or any tools, plant materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable, at current market rates, to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative the Commissioner may by notice in writing to the contractor or his clerk of the works. Foremen or other authorised agent require him to remove such tools, plant, materials, or stores from the premises within a time specified in such notice; & in the event of the contractor failing to comply with any such requisition, the Commissioner may remove them at the contractor's expense or sell them by action or private sale at the risk and account of the contractor in all respects, and certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any of any sale shall be final and conclusive against the contractor.

**CLAUSE-6 : Extension of time:**

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

**CLAUSE-7 : Final Certification:**

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

If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish. And cleaning off dirt on or before the date fixed for the completion of the

work, the Engineer-in-charge may, at the expense of the contractor remove such scaffolding surplus material and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and contractor shall forthwith pay the amount off all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE-8: Payment on intermediate certificate to be regarded as advance.**

No payment shall be made for any work, on estimated to cost less than rupees one thousand, till after the whole of the said work shall have been completed & a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefore be entitled to receive payment proportionate to the Item rate shown in the attached Memorandum of the part of the works then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

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

**CLAUSE-9: Payment at reduced rate on account of item of work not accepted as completed to be the discretion of the Engineer-in-charge**

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

**CLAUSE-10 Time for Bills to be submitted**

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

**CLAUSE-11: Bills to be on printed forms**

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

**CLAUSE-12: Stores supplied by SMC.**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Municipal Store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control meaning or effect of the contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and

stores so supplied shall be set off deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof shall be deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of Municipal Corporation and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the West Zone (Rander) store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

**CLAUSE-13 : Works to be executed in accordance with specifications, drawings orders etc.**

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

**CLAUSE-14 : Alteration on specifications and design not to invalidate contractors. Rates for works not entered in estimate or schedule to rates of the SMC**

The Engineer-in-charge shall have power to take any alteration in, or addition to the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the contractor 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.

**Extension of time in consequence of additions or alterations.**

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

**CLAUSE-15: No compensation for alteration in or restriction of works to be carried out**

If at any time after the execution of the contract documents the engineer-in-charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided here under, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge, whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Engineer-in-charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**CLAUSE-15-A: On claim to compensation on account of loss due to delay in supply of materials by SMC**

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.

**CLAUSE-16:**

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

**CLAUSE-17**

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

**CLAUSE-18**

Samples of each class of material and workmanship shall be submitted by the Contractor for the approval of Executive Engineer and after such approval these samples shall be deposited at any place the

Executive Engineer may appoint and the Contractor shall be required to perform all the works of this contract in accordance with the samples.

**CLAUSE-19.**

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

**CLAUSE-20**

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

**CLAUSE-21**

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

**CLAUSE-22**

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

**CLAUSE-23. Time Limit for unforeseen claim**

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

**CLAUSE-24: Action and compensation payable in case of bad work:**

Clause 24. If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding ten days, during which the failure so continuous and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and execute the work or remove and replace the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the contractor is so liable for any defects in the work shall be the Defects Liability Period shown in the attached Memorandum.

**CLAUSAE-25: Work to open be inspection****Contractor is responsible agent to be present.**

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

**CLAUSE-26: Notice to be given before work is converted up**

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

**CLAUSE-27: Contractor liable for damage done, and or imperfection for three months after certificate.**

CLAUSE-27 If the contractor or his workmen; or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed; or if any damage shall be done to the work for any cause whatever while it is in progress or if any imperfection become apparent in it within the Defect liability period mentioned above by Engineer- in- charge the contractor shall make good the same at his own expense, or in default the Engineer in charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of Engineer-in-charge shall be final) from any sum that may be due or thereafter became due to the contractor or from his security deposit or the proceed of sale thereof or of a sufficient portion thereof.

**CLAUSE-28 : Contractor to supply plant, scaffolding etc.****And if liable for damages arising from a provision of light fencing etc.**

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

**CLAUSE-29:**

The contractor shall make his own arrangement for drinking water for the labour employed by him.

**CLAUSE-30 : Liability of contractor for any damage done in or outside work area.**

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

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

**CLAUSE-31: Work on Sunday**

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

**CLAUSE-32: Contract may be rescinded by and security deposit forfeited for subletting it without approval or for being a public officer or if contractor becomes insolvent:**

The contract shall not be assigned or subject without the written approval of the Engineer-in-charge, and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to be adjudicated an insolvent or make any composition with his creditors, or attempt to do the Engineer-in-charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, loan, perquisite, reward or directly advantage, pecuniary or otherwise, shall either or indirectly be given, promised, or offered by the contractor, or any of his servants agents to any public officer or person in the employ of Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may be notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Mahanagar Seva Sadan & the same consequences shall ensue as if the contract had been rescinded under clause-3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for, actually performed under the contract.

**CLAUSE-33: Sum payable by way of compensating to be considered as reasonable compensation without reference actual loss.**

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

**CLAUSE-34: Changes in the constitution of firm to be notified.**

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

**CLAUSE-35: Works to be under the direction of Executive Engineer**

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

**CLAUSE-36 : Decision of the Commissioner to be final**

Except where otherwise specified in the contract decision of the Commissioner shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification designs, drawings and instructions here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these

conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

**CLAUSE-37 : Lump sum in estimates:**

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

**CLAUSE-38 : Action where no specification**

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

**CLAUSE-39 : Definition of works**

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

**CLAUSE-40: Refund of quarry fees and royalties:**

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

**CLAUSE-41 Compensation under workmen's compensation Act:**

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

**CLAUSE-42: Claim for quantities of work entered in the tender estimate:**

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

**CLAUSE-43: Claim for compensation delay in starting the work:**

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

**CLAUSE-44 : Claim for compensation for delay in the excavation of work.**

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

**CLAUSE-45 : Entering upon or commencing any portion of work:**

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

**CLAUSE-46: Minimum age of persons employed the employment of donkeys and or other animals & the payment of fair wages:**

- (i) No contractor shall employ any person who is under the age of 12 years.
- (ii) No contractor shall employ donkeys or other animals with breching of string or thin rope. The breeching must be atleast three inches wide and should be of tape (Nawar).
- (iii) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.
- (iv) The Engineer-in-charge or his agent is authorised to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Municipal Corporation for any delay caused in the completion of the work by such removal.
- (v) The contractor shall pay fair & reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Executive Engineer who shall decide the same.

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

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

**CLAUSE-47: Method of payment.**

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

**CLAUSE-48: Acceptance of condition compulsory before tendering for work.**

Any contractor who does not accept these conditions shall not be allowed to tender for works.

**CLAUSE-49 Clause Headings**

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

**CLAUSE-50 :** Disputes if any, shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner/Standing Committee. After referring to Commissioner/Standing Committee if the said dispute is not solved, the same shall be referred to the court subject to Surat Jurisdiction only.

**CLAUSE-51 :** The following condition are being included in this tender and shall be considered as a part of tender document.

- (i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the contractor while releasing the payment of final bill. In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 2% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.
- (ii) If there is increase in amount of work more than 5% of the Contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the Contractor up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs. 1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 Lacs or more at the rate of 4% of the additional amount.
- (iii) In many cases, the contractors are stopping the work half-way due to number of reason 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.

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

**CLAUSE-52** : In continuation of clause No.46(i) if any contractor found employing person or persons under the age of 12 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in Child Labour (Prohibition & Regulation) Act 1986 and also, a penalty of Rs.20,000/-(Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in Child Labour Rehabilitation cum Welfare Fund.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

## MEMORANDUM

1.	General Description of work	:	<b>Preparation of Artificial Ponds in South West (Athwa) Zone, Surat.</b>
2.	Estimated Cost	:	-----
3.	Earnest Money Depository	:	Rs.45,000-00 Ps
4.	Additional Security Deposit (i) Cash (not less than the amount of earnest money)	:	Rs. 2% of Tender Amount.
	(ii) To be deducted for current bills	:	Rs. -----
	Total Deposit	:	Rs. 2% of Tender Amount.
5.	Time allowed for the completion of work from date fixed in written order to commence	:	<b>3 Months (Including Monsoon)</b>
6.	Compensation for delayed work under Clause 2	:	Zero Point Two Percent (0.2%) of the contract price per day maximum upto ten percent of the contract price.
7.	The progress of work should confirm to the following schedule		10% of the work in 25% of the time 40% of the work in 50% of the time 70% of the work in 75% of the time 100% of the work in 100% of the time
8.	Percentage to be retained from running Account Bills	:	7% (Seven Percent)
9.	Defect Liability Period	:	Not Applicable
10.	Water Charges	:	CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY on next page.
11.	Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat.	:	1% of Work Done Amount in R.A. Bills.
12.	<b>Remarks :-</b> Affidavit , Instrument of E.M.D. and Tender Fee (DD / Pay Order ) shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that Affidavit, E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose Affidavit, E.M.D. & 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 & Time from the last date of online submission of the bid as per tender notice. Penaltatve action for not submitting D.D. in original to Account Department (Main Office) by bidder shall be intiated and action shall be taken for abeyance of registration and Cancellation of E-Tendering code for One year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately. <b>Goods and Service Tax (GST) As Per Page No. 55</b>		

Signature of The Contractor.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

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

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

**FOR WATER CHARGE (As per City Engineer Note No.386, dtd.30/7/2012)**

**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 Licensed 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.**
- (2) The contractor shall make his own arrangement at his cost for electric supply required for operating various plants and machineries required for the works and for general lighting purpose for site, office labour colony etc.

The energy bills shall also be paid by the contractor.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

### **IMPORTANT INSTRUCTION-A TO THE CONTRACTOR**

- (1) This tender document containing Page No.01 to 58 duly signed by the tenderer, should be furnished to Corporation treasury along with the amount of earnest money deposit as mentioned in tender notice. If any of the drawings or papers removed from the tender, the tender shall be rejected and E.M.D. shall be forfeited.
- (2) The tenderer who wants to propose something in written, he should write it on his letter pad or another paper. Anything written on tender papers shall not be considered by Corporation and Contractor shall not be intend to do so.
- (3) Following Certificate shall be enclosed with tender.
  - (a) Solvency Certificate amounting of 20% of tender amount.
  - (b) Registration Certificate of required class given by Government or Semi-Government firm.
  - (c) Income-Tax clearance certificate.
  - (d) List of work done by Contractor with its volume.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

## **IMPORTANT INSTRUCTION-B TO THE CONTRACTOR**

### IMPORTANT INSTRUCTION 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 in case of partnership agency.

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

- [3] Submission of sale tax certificate, with proof of residence is compulsory for tenderer.
- [4] In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
- [5] The Photograph and specimen signature of bidder will be cross checked, whenever he receives payment in account section of SMC.
- [6] The specimen signature of contractor 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.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

## **GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS**

### **GENERAL :**

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

20. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the Contractor.
21. The contractor shall be responsible for observing the rules and regulations imposed under the "Minor Minerals Act", and such other laws and rules prescribed by Government from time to time.
22. All necessary safety measures and precautions (including those laid down in the various relevant Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
23. The testing charges of all materials shall be borne by the Contractor.
24. Approval to any or the executed items for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

## **ITEM WISE DETAILED TECHNICAL SPECIFICATIONS**

**ITEM NO.1: Excavation for foundation includ.sorting out & Stacking of useful materials & disposing of the excavated stuff upto 50 mt. Lead & all lift, Watering etc. Comp. (A) Loose or Soft soil (A) Up to 1.5 M.t depth (B) 1.5 to 3.0 M.t depth**

### **1.1 GENERAL:**

1.1.1 Any soil which generally yields to the application of pickaxes and shovels of jumbars of scarifiers phawaraa rakes or any such excavating implement or organic soil gravel, silt, sand true loam, clay, peat etc., fall under this category.

### **1.2.0 CLEARING OF SITES :**

1.2.1 The site on which the drain is to be laid shall be cleared and all obstructions, like loose, materials and rubbish of all kind, bush, wood and trees shall be removed as directed. The materials so obtained shall be the property of the Corporation and shall be conveyed and stacked as directed with 90 m. lead.

### **1.3.0 SETTING OUT:**

1.3.1 All the centre line of pond shall be given by the Engineer-in-charge and it will be the responsibility of the contractor to install substantial reference marks, bench marks etc. and maintain them as long as required true to line, level, curve & slopes. The contractor shall assume full responsibility for alignment, elevation and dimensions of each and all parts of the work. The labour, materials etc. required for setting out and establishing bench marks and other reference marks shall be arranged by the contractor at his own cost.

### **1.4.0 EXCAVATION:**

1.4.1 The excavation for the pond shall include removal of all materials of whatsoever nature and whether wet or dry, necessary for Pond shall be excavated to the exact width at of lowest portion of the trench and the sides shall be left vertical as far as possible or according to the angle of repose of various soils. The contractor shall notify the Engineer before starting excavation to enable him to take cross sectional levels for purpose of measurements before the ground is disturbed.

1.4.2 Excavation shall be carried out in strata's specified in item of schedule 'B'. The lift will be also as specified in Schedule 'B'. Excavated material shall be stacked at a minimum distance of 0.90 meters away from the edge of the pond. The leveling Instruments shall be used for checking the gradients of bed or pond. Before the trench excavation is started, sight rails made of good timber shall fix truly vertical at a uniform height, above the invert. The centre line shall be clearly marked on the sight rails. Depth of excavation shall be checked by leveling instruments only as per instructions of the Engineer-in-charge.

1.4.3 The bottom of the pond shall be leveled both longitudinally and transversely or stepped as directed by the Engineer. The contractor shall, at his own cost, remove such portion of boulders or rock, as required to make the bottom of the trench level. No filling shall be allowed to being the bottom of the trench in level. If by contractor's mistake, Excavation is made deeper than shown on the plan ordered by the Engineer, the extra depth stuff duly watered and rammed as directed by the Engineer as at the cost of the contractor. All rock or other hard foundation shall be cleared off, all soft and loose material cut to a firm surface, either level, stepped as directed by the Engineer. The Engineer may order such changes in the dimensions and elevation of bottom of pond and may be deemed necessary to secure satisfactory lying of pipe lines. The contractor shall at his own expense, make provision for all pumping, dredging bailing out of draining water and the pond shall be kept free of water, during construction work.

1.4.4 The work measured shall be maintained till completion and in case of collapse of sides or bottom of pond due to any reasons, it shall be made good without any extra cost.

### **1.5.0 PROTECTION:**

1.5.1 In case of excavation is to be done with sloping of stopping sides (i.e. to the given angle) as per the drawing details, then the rates for shoring and strutting shall be considered included in this item. Wherever required the shoring strutting may be done. It shall conform to specification of shoring and strutting which is explained in other item of this tender.

- 1.5.2 The pond shall be strongly fenced and red light signals shall be kept at night in charge of watchmen to prevent accidents. Sufficient care and protective measure shall be taken to see that the excavation shall not affect or damage the adjoining structure. The contractor shall be entirely responsible for any injury to life and damage to the properties etc. Necessary protection work such as guide ropes, crossing places, barricades, caution Boards etc. shall be provided by the Contractor. The wooden planks for crossing pond by public as per requirement shall be provided by the contractor without any extra cost.

#### **1.6.0 ADDITIONAL REQUIREMENTS :**

- 1.6.1 The pond shall be excavated perfectly in straight line. The bottom of pond shall be kept as per drawing or as directed. In obtaining formation on the bottom pond, the usual method of leveling instruments shall be adopted. The contractor shall have to provide and maintain leveling instruments without any extra cost.
- 1.6.2 In case of emergencies such as unexpected rains, important public occasions, dangers to properties etc. the contractor shall be required to fill up the excavation with necessary consolidation, which may be re-excavated for flow test and refilled for which no extra claim for payment and time limit shall be entertained.
- 1.6.3 The contractor shall break the road surface by Excavation of chiseling to the exact width and length as shown on the drawing. Separate provision should be made for cutting of road surface. However this item shall be paid separately as mentioned in Item No.1 or 2 whichever is applicable.
- 4.6.4 The excavated stuff shall be deposited in uniform layers to avoid mixing with other kind of materials at no objectionable place.
- 1.6.5 The contractor shall have to make his own arrangements for taking trial pits etc. at his own cost, as directed by the Engineer-in-charge.
- 1.6.6 If necessary, temporary arrangements shall have to be made to divert or convey across all natural water ways or build up drains etc. without any extra cost.
- 1.6.7 Breaking of brick structures/R.C.C. works, cement concrete etc. coming in excavation shall be considered as excavation in strata shown in the item, as above and will be paid at the same rate.
- 1.6.11 All safety precautions shall have to be made by the Contractor.
- 1.6.12 The excavation in narrow streets, lanes shall have to be carried out with full precautions so as that no property may be damaged. Any compensation to be paid to the other party will be paid by the contractor for which the Surat Municipal Corporation will not be responsible.
- 4.6.13 All obstacles, structures etc. shall be removed and made good without further claim or extra cost.

#### **1.7.0 DISPOSAL OF EXCAVATED STUFF:**

- 1.7.1 No excavated stuff from pond of whatever kind they shall be placed even temporarily nearer 1.5 meter distance prescribed by the Engineer from the outer edge of excavation. The rate of excavation includes sorting out of useful materials and stacking them separately as directed within specified lead. The material suitable and useful for backfilling or other use shall be stacked in convenient places but not in such a way as to obstruct free movement of men, animals and vehicles or encroach upon the area required for constructional purpose. The site shall be kept clean of all debris on completion of the work.
- 1.7.2 Disposal of excavated materials is subject to the following. Useful materials obtained from cleaning site and excavation shall be stacked within a lead of 90m. Beyond the building area as directed. Materials suitable for back filling shall be stacked at convenient places within a lead of 90 m from the structure for reuse. Useful stones from excavation shall be stacked nearly within lead of 90 m. and will be allowed to be used by the Contractor on payment at rates laid down in the contract or if not so laid down at scheduled rates of the corporation or at a mutually agreed rates if there are no such rates in the schedule of rates.

### **1.8.0 DEWATERING:**

- 1.8.1 Any water which may accumulate in the excavation during the progress of the work, either, by percolation, seepage, springs, rain or any other cause shall be bailed out by pumping and diverting surface flow if any by earthen binds or by any other means. The bunds shall be removed as soon as the work is completed.
- 1.8.2 The Contractor shall provides, maintain and operate sufficient number pumping equipment of approved capacity to keep the AREA OF CENTRAL ZONE, SURAT. construction free from water and any sub soil water arising during the construction period.
- 1.8.3 Pumping shall be so controlled to dispose of water from adequate drainage ditches and shall not be rated so as to make in convenience in constructional operations in general. Precaution shall be taken by the Contractor to prevent any damage to the trench, pipe line of adjustment structure.
- 1.8.4 The excavation shall be kept free from water by the contractor (1) During excavation (2) At the time of laying of sheet (3) During the time of re-felling.
- 1.8.5 The contractor shall be paid separately for dewatering exceeds 5 HP./Hr. as per rate mentioned in Schedule-B.

### **1.10.0 MODE OF MEASUREMENT AND PAYMENT:**

- 1.10.1 The measurement of excavation in trenches for pond shall be made according to the sections of trenches shown on the drawing or as per secitons given by the Engineer-in-charge of as directed. No payment shall be made for surplus excavation made in excess or above requirements or due to stopping and sloping back as found necessary on account of conditions of soil and requirements of safety or construction schedule requiring excavation to be done in parts.
- 1.10.2 No extra payment shall be made for temporary pumping of water /sewage due to abnormal adverse conditions /climate.
- 1.10.3 The excavation work upto 1.5 mt. shall be measured under this item
- 1.10.4 The rate shall be for a unit of one cubic meter.

### **ITEM NO.2:**

**Dressing of Earthwork (Black Cotton Soil) in the excavated pond including leveling, spreading, removing etc.**

#### **2.1 SCOPE OF WORK :**

The scope for work covered under this specifications pertain to excavation of foundations, trenches, pits and over areas, in all sorts of soil, soft and hard rock, correct to dimensions given in the drawing including shoring, protections of existing underground utilities of any, such as water lines, electric cables etc. dewatering and shoring if necessary, stacking the useful materials as directed within the lead specified, refilling around the foundation and into the plinth with selected useful excavated earth and disposing off the surplus earth / materials within specified lead and finishing the surface to proper levels, slopes and camber etc. all complete.

#### **2.2 SITE CLEARANCE:**

Before the earth work is started the area coming under cutting and filling shall be cleared of all obstruction, loose stones, shrubs, rank vegetation, grass, bushes and rubbish removed up to a distance of 150 metres outside the periphery of the area under clearance. This work is deemed to be included in the earthwork item rate and no separate payment will be admissible.

##### **2.2.1 ROOTS AND VEGETATION CLEARANCE:**

The roots of trees if any shall be removed to a minimum depth of 60 cm below ground level or a minimum of 30 cm below formation level whichever is lower and the hollows filled up with earth leveled and rammed. This work is deemed to be included in the earthwork items and no separate payment will be admissible for the work. Any material obtained from the site will be the property of the Government of India and the useful materials as decided by the Engineer-in-charge will be conveyed and properly stacked as directed within the lead specified.

### 2.3 MODE OF MEASUREMENT AND PAYMENT:

- 2.3.1 The measurement of dressing of earthwork for pond shall be made according to the sections of trenches shown on the drawing or as per sections given by the Engineer-in-charge or as directed. No payment shall be made for surplus excavation made in excess or above requirements or due to stopping and sloping back as found necessary on account of conditions of soil and requirements of safety or construction schedule requiring excavation to be done in parts.
- 2.3.2 No extra payment shall be made for temporary pumping of water /sewage due to abnormal adverse conditions /climate.
- 2.3.3 The rate shall be for a unit of one Square meter.

#### ITEM NO.3:

**Providing & Laying of HDPE Impervious Geomembrane 500 micron sheet (420 GSM, Black Color, 0.9 gm/CM, Woven Fabric) having properties like Chemical resistant, Free of leachable additives, Resistant to ultraviolet Degradation including welding, jointing, soldering etc. complete as per the instructions of Engineer in charge.**

### 3.1 PRODUCT DESCRIPTION :

HDPE Geomembrane Sheets are manufactured by using high grade high - density polyethylene and advanced technology compliance with industry standards. Moreover, these sheets are designed in varied specifications.

#### 3.1.1 SPECIFICATION :

- 3.1.1.1 This geomembrane is a standard impermeable membrane used for attenuation tank applications in SUDS. The membrane is completely wrapped around the modular water storage pond to make them watertight, then the whole tank, together with the membrane, is wrapped with a protection fleece geotextile to prevent the membrane being punctured.
- 3.1.1.2 Please note that for higher risk applications, a thicker geomembrane is usually required, however this is usually specified by the site Engineer in charge.
- 3.1.1.3 Resistance to Water and Water Vapour
- 3.1.1.4 The Geomembranes and methods of jointing provide an effective barrier to the passage of liquid water and water vapour from the ground.

#### 3.1.2 PRODUCT SPECIFICATION :

Material	HDPE
Thickness	500 micron
Color	Black
Density (g/m Cube)	0.9
Condition	New
GSM	420 gsm
Pattern	Woven Fabric

### 3.2 PROCEDURE

Adjacent sheets should be overlapped by at least 150mm and should be bound with jointing tape. Double sided and single sided tape is available on request from our team.

### 3.3 CHEMICAL RESISTANCE

Resistant to attack by inorganic acids, alkalis and salt solution which cause corrosion to metals and dilute solutions of detergent or bleaches.

### **3.4 RESISTANCE TO UV LIGHT**

Does not have UV stabilisation, therefore not recommended for long periods of exposure to sunlight. Weathering will not occur when installed in accordance with geotechnical engineer's instructions.

### **3.5 RESISTANCE TO PUNCTURING**

Has a high standard of resistance when used in accordance with suitable protection layer which should be specified by an engineer on site. Care should be taken to avoid damage during storage, handling and installation

### **3.6 MODE OF MEASUREMENT AND PAYMENT:**

The rate shall be for a unit of one Square meter.

### **ITEM NO.4:**

**Providing, Supplying and laying of 200 mm. thick compacted sand bags and placing it in position as instructed by engineer in-charge.**

#### **4.1 DESCRIPTION**

This Item describes the installation of erosion and sedimentation control of sandbag barriers, which must be utilized during construction of pond and prior to the final development of the site.

##### **4.1.1 RELATED WORK**

Related work as called for on PLANS or specified elsewhere in this or other TECHNICAL SPECIFICATIONS.

#### **4.2 PRODUCTS**

##### **4.2.1 SANDBAG MATERIAL**

Provide woven sandbag material made of polypropylene, polyethylene, or polyamide material. Sandbag material shall have a minimum unit weight of 115 grams, minimum grab strength of 7.03 kg/cm<sup>2</sup> in any principal direction, Mullen burst strength exceeding 21.09 kg/cm<sup>2</sup>, and ultraviolet stability exceeding 70 percent.

##### **4.2.2 SANDBAG**

Provide sandbag with length approximately 450 to 600 mm, width 300 to 450 mm, and thickness of 200 mm.

#### **4.3 MODE OF MEASUREMENT AND PAYMENT**

4.3.1 Unless indicated in the PROPOSAL FORMS as a pay item, no separate payment for work performed under this Item. Include cost of work performed under this Item in Contract prices bid for items of which this work is a component. When indicated in PROPOSAL FORMS as pay item, measure and pay for sandbag barrier by the linear feet of completed and accepted sandbag barrier between the limits of the beginning and ending of sandbags. Sandbag barrier, measured as stated, will be paid for at the unit price bid for "Sandbag Barrier, Complete In Place.

4.3.2 Payment for sandbag barrier will include and be full compensation for all labor, equipment, materials, supervision, and all incidental expenses for construction of these items, complete in place, including, but not limited to, protection of trees, maintenance requirements, repair and replacement of damaged sections, removal of sediment deposits, and removal of erosion and sedimentation control systems at the end of construction.

4.3.3 The rate shall be for a unit of one nos.

### **ITEM NO. 5:**

**Providing Hydra on Artificial pond site (With Capacity) (A) 18-20 Tone incl. all charges of Transport and Operator as per instruction of Engineer in charge.**

#### **5.1 MODE OF MEASUREMENT AND PAYMENT:**

5.1.1 The rate shall be for a unit of Per Hour.

**ITEM NO. 5A: Providing crane on Artificial Pond (With Capacity (A) 16 tone incl. all charges of Transport and Operator as per instruction of Engineer in charge.**

### **5A.1 MODE OF MEASUREMENT AND PAYMENT:**

5A.1.1. The rate shall be for a unit of Per Hour.

#### **ITEM NO. 6:**

**Providing MS Platform on Artificial pond site (size 2 X 2 m) having frame MS C Channels and Top made out of MS Sheets, capable of carrying 3 Tons of Load as per instruction of Engineer in charge.**

#### **6.1.0 MATERIALS**

The structured steel work shall conform to M-22. Red lead paint shall conform to I.S : 102-1962.

#### **6.2.0 WORKMANSHIP**

6.2.1 The steel sections as specified or required, shall be cut, square and to correct lengths, as per drawings and design. The cut ends exposed to view shall be finished smooth. No two pieces shall be welded or otherwise jointed to make up the required length of member, except as indicated in the drawing or as directed. All straightening and shaping to form shall be done by application of pressure and not by hammering. Any bending or cutting shall be carried out in suitable manner as not to impair the strength of the metal. All operations shall be done in cold state unless otherwise directed/permitted.

6.2.2 Steel welded in built up sections, frame work.

6.2.3 The steel structure as shown in the drawings or as per direction of the Engineer-in-charge shall be laid out on a level platform to full scale and to full size in parts. A steel tape shall be used for measurements to ensure maximum accuracy.

#### **6.2.4 PREPARATION OF SURFACES:**

Surfaces which are to be welled together shall be free from loose mill scale, rust, paint, grease or other foreign matter. A coating of boiled linseed oil shall be permitted.

#### **6.2.5 ASSEMBLY FOR WELDING:**

Before welding is commenced, the plates shall first be brought together and firmly clamped or spot welded at specified distance. This temporary connection has to be strong enough to hold the plates accurately in place without displacement.

#### **6.2.6 PRECAUTIONS:**

All operations connected with welding and cutting equipment shall conform to safety requirement given in I.S. 818-1968.

The following points shall be borne in mind during the process of welding:

(a) Arc length, voltage and amperage shall be suited to the thickness of material, type of groove and other circumstances of the work.

(b) The segments of welding shall be such that where possible the members which offer the greatest resistance to compression are welded first.

6.2.7 The defective welds which shall be considered harmful to the structural strength shall be cut out and reworked.

6.2.8 Finished welds and adjacent parts shall be protected with clean boiled linseed oil and after all slag has been removed. Welds and adjacent parts shall be painted after the same are approved.

6.2.9 All the members shall be thoroughly cleaned of rust-scales, dust etc. and given a priming coat of red lead paint before fixing them in position.

### **6.3 MODE OF MEASUREMENT AND PAYMENT:**

6.3.1 The rate shall be for a unit of Per Nos.

#### **ITEM NO. 7:**

**Filling in trenches with available excavated earth in layer not exceeding 20 cm in depth consolidating each deposited layer by ramming & watering instruction of Engineer in charge.**

### **7.1.0 REFILLING:**

- 7.1.1 The earth to be used for filling shall be free from salts, organic or other foreign matter. All clods of earth shall be broken.
- 7.1.2 As soon as the work of pond has been completed and measured the site of shall be cleared of all debris, brick bats, mortar droppings etc. and filling with earth in layers not exceeding 20 cms. Each layer shall be adequately watered, rammed and consolidated before the succeeding layer is laid. The earth shall be rammed with iron or wooden rammers where feasible and with the butt ends of crow, bars, where rammer cannot be used. When filling reaches finished level, the surface shall be flooded with water for atleast 24 hours and allowed to dry and then rammed and consolidated and then rammed and consolidated the finish level of filling shall be kept the shape intended to be given to road surface. In short after the refilling is done the settlement of the trench shall be sole responsibility of the Contractor only.
- 7.1.3 In case where Engineer-in-charge feels necessary the consolidation may be done by power rollers. The extent of consolidation required shall be specified or as directed.

### **7.2 MODE OF MEASUREMENT AND PAYMENT:**

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

### **ITEM NO. 8:**

#### **Labour work of Immersion of Ganesha Idols upto 4' height**

Contractor should provides the required skills Labour needed for Immersion and Shifting of Ganesha Idols activity. all require sufficient and efficient workers for proper functioning. It helps to produce goods and services.

### **8.1 MODE OF MEASUREMENT AND PAYMENT:**

- 8.1.1 The rate shall be for a unit of Per No/day.

### **ITEM NO. 9:**

**Providing and fixing of flex signage made with flex frontlet board 240 GSM / 350 Micron thickness of normal quality using solvent printing. The graphic size is to be cross checked with the area available before printing.**

### **ITEM NO. 9A : FLEX BANNER**

#### **9.1 MATERIAL**

Flex banners are being made of PVC material so it's also called PVC flex banners, as they are been made from PVC material they are light in weight and flexible but still very resistant. It can be used indoors and outdoors both as the material used is not harmful to human beings.

Usually, a banner refers to a large, eye-catching display made of various materials such as fabric, vinyl, or paper. It typically contains text, images, and graphics and is used for advertising, promoting events, conveying messages, or enhancing brand visibility.

Regarding advertising and customer experience, banners are an effective way to achieve both, either by showcasing your products or services, displaying your brand, or helping your users have better navigation on the site by showing the essential things on your banner.

Large, easy to read text. This also means taking font into consideration, single, focused message, relevant image, Color psychology, Smart background choices. .

A display board usually, hangs over the shop contain informaton of the brand, shop name and you deal with product, etc. That glow in the night called glow signboard.

### **ITEM NO. 9B : FLEX BANNER WITH FRAME**

#### **9.2 MATERIAL**

For small sizes flex boards are made on ms pipe with a thickness of 1"x1" and 1.25"x1.25" and 1.5"x 1.5" hollow, thicknesses are sufficient to withstand water and airy wind.

Making a light board using ms pipe cost comes low with strongness of a M.S. length.

MS Pipe fabrication to mount flex banner on it. A metal MS pipe stands out properly with hard pipe and where flex is pasted on it.

The flex banner or flex board price depends on the printing quality of the flex and the material (wood, ms pipe, angel)

MS Pipe Frame is highly recommended for quality flex board, even though the price is comparatively high compared to the wooden frame. Ms pipe frame flex board finish is much better than the wooden frame in terms of flex look-after finish and withstands a longer time. We highly recommended make your shop flex board and flex standee with an ms pipe frame.

These pipes are available in the form of ROUND, SQUARE, and RECTANGLE forms used in various types of signage likewise canopy, adjustable exhibition banners, etc.

### **9.3 MODE OF MEASUREMENT AND PAYMENT:**

9.3.1 The rate shall be for a unit of Square Feet.

#### **ITEM NO. 10:**

**Carting and hauling of excavated soil for distance upto 1 km. to 2 km.**

All the surplus earth & debris remaining on site after sufficient watering shall be carried away immediately from site of work. to the place within 5 km. distance as directed by the Engineer in charge, so as not to cause any inconvenience to the public or traffic.

If the instructions of Engineer in charge of work are not followed within 7 days from the site, the work shall be carried out by the Municipal Corporation at the risk & cost of the contractor & any claim dispute will not be entertained in the respect.

If the filling in trenches after settlement of the earth filling in trenches is to be done and the same shall be carried out by the contractor without asking any extra rate. The contractor shall have to cart the surplus earth after the trenches we will watered and refilled with the sand. The rate of carting including carting of brick bats, metal, rubble vegetable and garbage, if necessary to clear the road surface .

### **10.1 MODE OF MEASUREMENT AND PAYMENT:**

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

#### **ITEM NO. 11:**

**Providing Dumper(Triper),Truck/Leland/Hiwa etc on Artificial pond site with Operator as per instruction of Engineer in charge.**

1) MGV-4 CUMT

2) HGV-8 CUMT/HIWA

### **11.1 MODE OF MEASUREMENT AND PAYMENT:**

11.1.1 The rate shall be for a unit of Per Hour.

#### **ITEM NO. 12:**

**Providing JCB 3D/4CXL&T/BEML/HM or Equvalant on Artificial pond site with Operator as per instruction of Engineer in charge.**

### **12.1 MODE OF MEASUREMENT AND PAYMENT:**

12.1.1 The rate shall be for a unit of Per Hour.

Signature of the Contractor  
Withseal

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

**(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:**

**Approved list of Banks :**

- (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

**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 1<sup>st</sup> July, 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

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

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

**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.**

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation

Signature Of The Contractor.

Date :-

To,  
Municipal Commissioner,  
Surat Municipal Corporation ,  
Surat.

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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 herewith. Signature of the Contractor .....

Address :- .....

.....

.....

Encl : As Stated.

### ADVANCE STAMP RECEIPT

Received with thanks the sum of Rs. .... (In Words  
.....) only from the Surat Municipal Corporation being the refund of  
Earnest Money Deposit placed by me/us vide SMC'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 the .....deposit 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 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.

Dy. Engineer,

Sanctioned Accordingly.

Executive Engineer  
South West (Athwa) Zone  
Surat Municipal Corporation