



SURAT MUNICIPAL CORPORATION

CARPET/RECARPET 2026-27

SOUTH WEST (ATHWA) ZONE

TENDER NOTICE NO. Dy. Commissioner/SWZ/01/2026-2027 (Work No-01)

VOLUME I- TECHNICAL BID

Name of Work:- Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstate of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures. (Work No-01)

Uploading of tender documents	Dt-22/06/2026
Last date of Document downloading	Dt-07/07/2026 UP TO 18.00 Hrs.
Last date of Online bid submission	Dt-07/07/2026 UP TO 18.00 Hrs.
Online query	Bidder shall have to post their queries on E mail address exen.swz@suratmunicipal.org on or before 01/07/2026 up to 11:00 A.M.
Pre bid Meeting	-
Physical submission of EMD, Tender fee.	During Dt-08/07/2026 To 16/07/2026, 18.00 Hrs. at the office of "Chief Accountant, Surat Municipal Corporation, Muglisara, by Speed Post/RPAD only." In sealed cover duly super scribed with name of work and tender notice no.
Opening of Technical bid (Online)	Probable Dt - 08/07/2026 11:00 hrs. onward
Opening of Price bid (Online)	Probable Dt - 17/07/2026 11:00 hrs. onward

-: I N D E X:-

Sr. No.	Particulars	Page No.
1	NOTICE INVITING TENDER	03
2	SECTION-1:- (A) NOTICE TO TENDERER	08
	(B) QUALIFICATION CRITERIA OF BIDDER	11
3	SECTION-2:- SPECIAL INSTRUCTION FOR SUBMISSION OF TENDER	16
	ANNEXURE-A	17
	ANNEXURE-B	18
4	SECTION-3:- SPECIAL CONDITION FOR PLACING E.M.D. & S.D.	21
5	SECTION-4:- SPECIAL CONDITIONS - A	25
6	SECTION-5:- SPECIAL CONDITIONS - B	26
7	SECTION-6:- ADDITIONAL INSTRUCTIONS TO THE PERSON TENDERING	33
8	SECTION-7:- GENERAL RULES AND DIRECTIONS	36
	MEMORANDUM	39
	SCHEDULE - 'A'	42
9	SECTION-8:- GENERAL RULES AND DIRECTION FOR GUIDANCE OF CONTRACTOR.	44
10	SECTION-09:- ROAD DETAILS	46
11	SECTION-10:- GENERAL REQUIREMENTS FOR EQUIPMENTS TO BE USED FOR THE WORK	48
12	SECTION-11:- CONDITION OF CONTRACT	50
13	EARNEST MONEY RELEASE FORM	63
14	ANNEXURE-C	66
15	ANNEXURE –D	67
16	ANNEXURE –E	75
17	ANNEXURE –F	76
18	ANNEXURE –I	79



SURAT MUNICIPAL CORPORATION

SOUTH WEST (ATHWA) ZONE

E-Tender (On line) Invitation Notice:

Tender Notice No. Dy. Commissioner/SWZ/01/2026-2027 (Work No-01)		
Organization Name	SURAT MUNICIAL CORPORATION	
Name of the Zone	SOUTH WEST (ATHWA) ZONE	
Scope of Work	Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstatement of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures. (Work No-02)	
Tender Notice	Dy. Commissioner/SWZ/01/2026-2027 (Work No-01)	
Tender Type	Open	
Bidder Nationality	NCB	
Product	Construction of bituminous road works	
Type of Contract	Works	
Bidding Currency	Indian Rupees	
Joint Venture	Not Allowed	
Schedule of E-Tender	Online queries submission	Bidder shall have to post their queries on E mail address exen.swz@suratmunicipal.org on or before 01/07/2026 up to 11:00 A.M.
	Pre bid Meeting	-
	Document downloading start date & time	Dt-22/06/2026 To 07/07/2026 up to 18.00 hrs.
	Last date & time of online Bid submission	Dt. 07/07/2026 UP TO 18.00 Hrs.
	Physical submission of EMD & Tender Fee allowed and All necessary documents mentioned in Technical Bid (If any) will be accepted in Hard copy. Such all necessary documents also must be submitted by upload colour scan copies in	During Dt-08/07/2026 To 16/07/2026, 18.00 Hrs.

	Electronic format through online.	
	Opening of Tech. Bid (Probable) Online	Probable Dt - 08/07/2026 11:00 hrs. onword
	Opening of Price Bid (Online)	Probable Dt - 17/07/2026 11:00 hrs. onword
	Bid validity period	120 days.
	Project Duration	12 months[including Monsoon]
Payment Details	Document Fee (As per estimated amount in Schedule-B)	Rs.18000/-+Rs.3240/-(GST@18%) = Rs.21240.00/- In form of Account Payee Demand Draft payable in favour of The Commissioner, Surat Municipal Corporation.
	EMD (BID SECURITY) (As per estimated amount Schedule-B)	Rs.16,26,900.00/- 100% in the form of Demand Draft or pay order of Nationalized/Scheduled Bank only in favour of Commissioner, Surat Municipal Corporation, Surat. or to the extent of 50% in the form of Bank Guarantee & balance 50%. in form of Demand Draft or Pay order of Nationalized/Scheduled Bank only in favour of Commissioner, Surat Municipal Corporation, Surat.
	Estimated Value	Rs.16,26,86,962.31/-
General Terms & Conditions	<ul style="list-style-type: none"> Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act.2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD (BID SECURITY). The Bidder should submit all the forms electronically only. <ul style="list-style-type: none"> (a) The CD containing technical & financial details required for evaluation dully digitally signed. (b) Power of attorney. (c) Company's profile and certificate of registration of company under the law. "Demand draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D.and tender fee are received for purpose of opening the bid. Accordigly offer/ tenders of those tenderers shall be opened whose E.M.D. and Tender fee is received electronically, shall be opened. 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 7 days from the last date of submission of price bid. Penaltative action shall be initiated for non submission of EMD and Tender fee in original to 	

	<p>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."</p> <ul style="list-style-type: none"> • All documents must be coloured scanned to be seen as original. scanning in black and white or gray shall not be acceptable. • All the documents must be notarised with clearly displaying stamp, number and name of the notary. • "Following documents shall only be submitted in Hard Copy to Surat Municipal Corporation by all bidders". • E.M.D. as mentioned in tender (i.e. D.D. / Bank Guarantee) • Tender Fees as mentioned in the tender. • Affidavit on Non Judicial Stamp paper of Rs. 300/- • Penaltative action for not submitting EMD & Tender Fee amount separately paid online 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. • All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable. • All the Documents must be notarized with clearly displaying stamp, number and name of the notary <p>DOWNLOAD OF TENDER DOCUMENT :</p> <ul style="list-style-type: none"> • The tender document for these work are available only in Electronic format which can be download free of cost by the bidder. <p>SUBMISSION OF TENDER :</p> <ul style="list-style-type: none"> • Bidder shall submit their offer in electronic format on above mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same. No Price bid in physical form will be accepted and any such offer if received by SURAT MUNICIPAL CORPORATION will be out rightly rejected. Bidder shall have to submit separate account payee DD for Tender Fee & EMD drawn in favour of Commissioner, Surat Municipal Corporation, Surat.
--	---

<p>Information for online participation</p>	<p>OPENING OF TENDER:-</p> <p>The Technical Bid will be opened on the specified date online on website https://smc.nprocure.com Bidders or their representative who wish to participate in online tender opening can log on to https://smc.nprocure.com on the due date and time, mark their presence and participate in online tender opening. Bidders who wish to remain present at Surat Municipal Corporation, <u>SOUTH WEST (ATHWA) ZONE</u> at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p> <ol style="list-style-type: none"> 1. Internet site address for e-Tendering activities will be https://smc.nprocure.com 2. Interested bidders can view detailed tender notice and download tender document from the above mentioned website. 3. Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create log in id & password on the own in registration process. 4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact M/s (n)code solution <p>301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 79 26857317 Tel: +91 79 26857318 e-Mail: URL: https://smc.nprocure.com</p> <ol style="list-style-type: none"> 5. Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, Volume-1 of tender i.e. PQ (Technical) Or experience details and Price bid only. 6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid with tender fee & EMD Demand Draft in Electronic format through online (By scanning). 7. All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable. 8. All the documents must be notarised with clearly displaying stamp, number and name of the notary. 9. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. All bidders must submit following documents in HARD COPY to Surat Municipal Corporation. <ul style="list-style-type: none"> • Tender Fees as mentioned in the tender. • Earnest Money Deposit as mentioned in the tender. (i.e. D.D./ Bank Guarantee) • Affidavit on non-Judicial stamp paper of Rs.300/- as per Annexure-A. • Under taking by the tenderer for not black listed on Rs.300/- government stamp paper.
---	---

	<p>As such instructions may be given by tendering authority.</p> <p>For the purpose of realization of tender fee and EMD</p> <p>(a) The bidder should submit the demand draft for EMD & tender fee in electronic format (by scanning) through online while uploading the bid.</p> <p>(b) However, for the purpose of realization of Demand draft, the bidder should submit the demand draft in original through RPAD/ Speed post so as to reach to the account department (SMC Main office) Upto 16/07/2026 upto 18.00Hrs. Penaltative action for not submitting demand draft in Original to Account department (Main office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation e-tendering code for year. Any document in supporting of bid shall be in electronic format only through online (by scanning) and hardcopy will not be accepted separately.</p> <p><u>- All documents should be coloured scanned to be seen as original.</u></p>
--	--

EXECUTIVE ENGINEER
SOUTH WEST (ATHWA) ZONE
SURAT MUNICIPAL CORPORATION

SECTION-1

(A) NOTICE TO TENDERER:-

(1)	Name of the work : Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstatement of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures.
(2)	Information regarding works can be obtained from the <u>SOUTH WEST (ATHWA) ZONE</u> of Surat Municipal Corporation, Surat during the office hours between 11.00 A.M. to 6.00 P.M. except Sunday and Holidays.
(3)	Acceptance of tender will rest with the competent authority that does not bind him to accept the lowest bid and reserves the right to reject any or all tenders/tenders and no reasons will be given for acceptance or rejection thereof. The bidders whose tender is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in the tender.
(4)	The Contractor shall particularly note the units on which the rates are based. In case the amount shown in the last column as worked out by the bidder; differ from that worked out from the quantity and the rates, the amount based on the rates will be taken as correct. In case the rate in word differs from that in figure, the former will be taken as correct. No change in units shall be allowed.
(5)	The bidders which do not fulfill any of the condition or those in the printed form and those tenders who are incomplete shall be forthwith rejected.
(6)	The Tender will be liable to be rejected outright, if while submitting it :- (i) The Bidder 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. (ii) All corrections and additions or pasted slips are not initialed by bidders.
(7)	The Bidder shall have to attach invariably with the tender while submitting in electronic format through online :- (a) Solvency Certificate without which such tenders are liable to be rejected. The Solvency Certificate of Nationalized / Schedule Bank should be for the amount equal to 20% of the estimate amount of the work plus works on hand still to be executed. (b) A list of similar type of completed works and works in hand showing the cost of the work to be completed against each the Certificate from the Head of Office concerned as per format of " Schedule- D (D-1, D-2 and D-3)" of model forms in Annexure D. (c) Every Bidder shall furnish information regarding income-tax for the circle of the District in which he is asked for income-tax the PAN No. and year of assessment. (d) A copy of registration of minimum " AA " or above class or special category road

	"I" or above issued by any Central / State/ Local self-Government or Equivalent.
	<p>(e) The bidder shall have to submit inspection report cum certificate of all necessary plants to be used for the work from Superintending Engineer (Mechanical circle) of Road & Building Department of concerned state Government.</p> <p>(f) Following Documents shall be submitted in HARD COPY to Surat Municipal Corporation:</p> <ul style="list-style-type: none"> -- Earnest Money Deposit as mentioned in the Tender. -- Tender Fee. -- Affidavit on non-Judicial stamp paper of Rs.300/- as per Annexure-A -- Under taking by the tenderer for not black listed on Rs.300/- government stamp paper as per Annexure E -- Addenda corrigendum (if any) duly signed by contractor. -- Technical bid & price bid in Hard copy shall be submitted by successful bidders upon intimation from SMC upon sanction of tender. <p>(g) All type application contractors are required to have their own employer's code number under EPF Act. 1952 and are required to comply the applicable provisions of said statuted regularly and totally.</p> <p>(h) Further the contractors for services are required to produce the certified copies of paid chalans 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.</p> <p>(i) All the bidder has to provide Structure Organization in the format of Schedule A1 of Annexure C model forms.</p>
(8)	The contractor shall also attach list of machinery in their possession and which they propose to use for the above mentioned works as prescribed in format of "Schedule C" model form in Annexure D. Bidders shall also mention the list of machineries which shall be dedicated to the work of this tender only during the entire contract period.
(9)	Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
(10)	Tender once offered cannot be withdrawn except with the written permission of the Zonal Chief of the concerned zone of Surat Municipal Corporation.
(11)	The successful bidder will be required to enter into agreement with the Surat Municipal Corporation within 10 days from the date of issuance of work order.
(12)	Unless specifically mentioned by the bidder for the extra payment of taxes on prices quoted by them, it will be presumed the prices quoted are inclusive of the taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them of any nature.
(13)	Each bidder shall have to affix his/their passport size Photograph with specimen signature in Annexure-C attached with Technical bid.
(14)	In the case of bidders as partnership firm, they have to produce registered partnership agreement with passport size photograph of each partner with their specimen signatures and power of attorney to any one partner for bidding and other

	purpose shall be submitted.
(15)	<ul style="list-style-type: none"> • 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. However, all the quoted rates must be exclusive of GST. • 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 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 and obliged to reimbursed and no dispute regarding same shall be entertained by SMC. Bidder / firm should have to produce attested copy of sale tax certificate with proof of residence. <p>The Construction labour welfare cess shall be deducted from R.A. bill of the contractor at the prevailing rate. The current rate of labour cess is 1% of the capital amount.</p> <p>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.</p>

(B) QUALIFYING CRITERIA OF BIDDER: -

The Bidder should submit the enlisted documents online (Scanned) along with the Qualification Bid. **If documents are insufficient or it does not match the required criteria mentioned below, the tender shall be rejected and the Price Bid of the tenderer shall not be opened.**

The applicant who is not capable of meeting requirement listed below shall not be qualified for the works. post qualification will be based on the following minimum criteria regarding their particular experience, financial position, personal and equipment capabilities and other relevant information as demonstrated by the Applicant's responses in the scanned documents submitted online. The qualifications, capacity and resources of the proposed subcontractors shall not be taken into account in determining the Applicants compliance with the qualifying criteria. The applicant should note specifically that all information given including those in the form of various formats must be supported by the attested certificates from respective authorities (not less than Executive Engineer or equivalent) which must be submitted with tender online.

Mainly tenderer shall fulfill following requirements for the post qualification,

- A)** Average Annual financial turnover during the last 3 years, ending 31st of March of the previous financial year, should be at least 30% of total estimated amount of tender.
- B)** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following.
1. Three similar completed works costing not less than the amount of each work equal to **40% of estimated amount, Rs. 650.74 Lacs**
OR
 2. Two similar completed works costing not less than the amount of each work equal to **50% of estimated amount, Rs. 813.43 Lacs**
OR
 3. One similar complete works costing not less than the amount equal to **80% of estimated amount, Rs.1301.49 Lacs**

Similar works means works of construction of road pavement (construction of WMM/DBM/BC/SDBC/BM and which may or may not include works of construction of paver block, kerb, signages, pavement markings, etc.)

The average annual quantity of bituminous items (DBM, BC, BM, SDBC) executed by bidder during last 07 years shall be more than 50% of the total quantity of DBM and BC item quantity included in tender. For calculation purpose 07 year shall be considered from June-2019 to June -

2026. The total annual quantity executed during this period will be divided by 7 to get average annual quantity for qualification. Bidder shall have to provide year wise quantity executed certified from respective authorities (not less than Executive Engineer or equivalent) during this period and invariably be submitted in technical bid Online.

It is to be noted that Certificates from private individual /Private limited company etc for whom the bidder has worked, shall not be considered. Certificates from only those organizations/institutions/bodies will be considered which execute work in public view and maintain verifiable records. As such, organizations/bodies from which the certificate shall be considered are as follows:

- i. Government/Semi Government Departments, PSUs and other Government institutions like ONGC, BPCL, IOCL, HPCL, etc.
 - ii. Mega Public Limited Company like ADANI Limited, ESSAR, RELAINCE Limited etc.
 - iii. Well known private sectors like L & T, GAIL etc.
- C)** The contractors / companies having registration of “AA” Class or above class or special category road “ I ” or above issued by any Central / State/ Local self-Government or Equivalent.
- D)** Fresh Solvency certificate from bankers of schedule bank / nationalized bank. Minimum value of solvency shall be 20% of estimated cost of the tender.
- E)** Joint Venture and subletting of work shall not be allowed, except for the Microsurfacing work including in the tender
- F)** List of the works already completed in last 7 years in prescribed Performa and attested copies of certificates from head of the office concerned for completion of the works.

It is further to clarify that if any of work(s)/is/are on hand with the applicant, but if the amount of the work done at the site is more than 90% of the total project / Tender cost as on last date of the previous month, then amount of work done for those work(s) will also be taken into consideration while evaluation.

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

Year before	Multiplying factor
2025-26	1.10
2024-25	1.21
2023-24	1.33
2022-23	1.46
2021-22	1.61
2020-21	1.77
2019-20	1.95

Bidder should indicate actual figures of costs and amount for the works executed by them in the format of "Schedule-B" of technical bid in Annexure D of model form without accounting for the above mentioned factors.

Each bidder should further demonstrate:

- G)** The tenderer shall not be qualified, failing to comply with the requirements for Microsurfacing work too.
- H)** Availability of the following key and critical equipment for this work:
1. Bidders have to provide proof of ownership for batch mix plant.
 2. Bidders have to provide letter of support regarding machinery/equipment to be purchased (except Batch mix) from manufacturers along with undertaking on stamp paper of Rs.300/- and bidder shall make available all such machinery and equipments (to be purchased) within 2 months from date of issue of LOI (letter of intent).

Sr. No.	Plant or Equipment	capacity	No.
1.	Disc Harrowing and/or Rotavator	-	1 Nos.
2.	Vibratory roller	8 to 10 MT dead weight	2 Nos.
3.	Tandem Roller	8 to 10 MT dead weight	2 Nos.
4.	Grader	-	1 Nos.
5.	WMM Plant	100 TPH	1 Nos.
6.	Sensor paver finisher for laying WMM and Bituminous course and/or	capable to do work upto 5.50 mt. width	2 Nos.
6.a.	Paver finisher for laying Bituminous course (if required as per clause 10.3.6 of VOL III)	-	2 Nos.
7.	Batch mix Plant	80 TPH	1 Nos.
8.	Mechanical Bitumen/Emulsion sprayer	-	1 Nos.
9.	Truck/Hywa/MTV	4 Cum.	07 Nos.
10.	Integrated manual machine with cylinder for thermo plast	-	1 Nos.
11.	Plate Vibrator	3 to 5 Ton	1 Nos.

Above listed equipment/plants are mandatorily required for the work up to Five crores Indian rupees. For work of worth more than Five crores Indian rupees, the mentioned requirement of equipments (except WMM Plant and Batch mix Plant) should be twice of those listed in table.

This requirement of all above machinery and equipment shall be over and above machinery used for work on hand. Bidders have to provide letter of support regarding purchase of machinery/equipment from manufacturer invariably. The bidder shall have to provide proof of ownership of all the equipments.

- I)** The bidder should also meet the requirement as stipulated for the Microsurfacing work. Availability for this work of a Graduate Civil Engineer as Project Manager with not less than 3 (Three) years experience in construction of similar civil engineering works and other key personnel with adequate experience as required.

Bidders who meet the minimum qualification criteria shall be qualified only if their available bid capacity is more than the total value of the works for which he has offered his bid. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * 2.0 - B)$$

Where,

A= Maximum value of civil engineering works executed in any one year during the last five years (updated to 2025-2026 level) taking into account the works completed as well as works in progress. (Financial statement should be provided as per format "Schedule B1" of technical bid in Annexure D of model Forms.

N= Number of years prescribed for completion of the works for which bids are invited. (Here in the present case the N shall be considered as 1.0 year)

B= Value, at 2026-27 price level, of existing commitments and on-going works to be completed during the 'N' Years.

Note:- The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer or his authorized representative.

- J)** For records reasons SMC shall have absolute powers to qualify the bidder for any particular work irrespective of its monetary value.
- K)** The Bidders shall note that in case the Bidder is blacklisted / stated as defaulter / barred participating in tenders by any of government agencies / semi government agencies or any other equivalent agencies during last 5 years then in that case, the Bidders will be disqualified and will not be allowed to participate in the bidding process, though bidder satisfies all the qualification

conditions mentioned above. In this regard, the decision of the Surat Municipal Corporation will be final and binding to Bidder.

SIGNATURE OF THE BIDDER:

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

SECTION-2:- SPECIAL INSTRUCTION FOR SUBMISSION OF TENDER

DOCUMENTS COMPRISING THE BID TO BE SUBMITTED IN PHYSICAL FORM

2.1 The bid submitted by the bidder in physical form in hard copy shall comprise the following:

- a) Bid Security (EMD)
- b) Tender fee **Rs.18000/-+Rs.3240/-(GST@18%) = Rs.21240.00/-** in form of D.D. in favor of Commissioner, S.M.C. payable at any nationalized or Scheduled bank situated at Surat.
- c) Affidavit as per Annexure A on Non judicial Stamp Paper of Rs.300/- (Annexure-a)
- d) Under taking by the tenderer as per Annexure E for not black listed on Rs.300/- government stamp paper.
- A. The bidder should submit the demand draft for EMD & tender fee in electronic format (by scanning) through online while uploading the bid.
- B. However, for the purpose of realization of Demand draft, the bidder should submit the demand draft in original through RPAD/ Speed post so as to reach to the account department (SMC Main office) **Upto 16/07/2026 upto 18.00Hrs.** Penaltative action for not submitting demand draft in Original to Account department (Main office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation e-tendering code for year. Any document in supporting of bid shall be in electronic format only through online (by scanning) and hardcopy will not be accepted separately.
- C. Affidavit on Non-Judicial Stamp Paper of Rs.300/- (as per Annexure-A) shall only be submitted in Hard copy to Surat Municipal Corporation by All Bidders.
- D. Under taking by the tenderer for not black listed on Rs.300/- government stamp paper.
- And any other material required be completing and submitting by bidders in accordance with these instructions.
- All the documents must be notarized with clearly displaying stamp, number and name of the notary.

ANNEXURE - A

AFFIDAVIT

Name of Work:- Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstatement of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures.

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 institution, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SMC.
- The SMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Municipal Corporation to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

Signed by the Authorize signatory of the firm

Title of the office

Name of the firm

Date: -

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

ANNEXURE - B

- Following condition shall supersede relevant condition mentioned elsewhere in the bidding document
- As per City Engineer Shri Note No. 61, Dt. 05/02/2025
- Demand Draft for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post as per Clause as to reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice.
- Penaltative action will be taken for not submitting original Demand Draft in the account department of Surat Municipal Corporation within 7 days from the last date of online submission of the bid for the first time as mentioned below.

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

- If bidder will not submit the penalty amount within 10 days to Surat Municipal Corporation and/or bidder will not submit the demand draft in original for the second time and after, Penaltative action shall be taken for abeyance of registration and cancellation of E-tendering code for 6 (six) months.
- Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.
- All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the documents must be notarized with clearly displaying stamp, number and name of the notary.

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

- Earnest Money Deposit as mentioned in the tender. (i.e. D.D./ Bank Guarantee)
- Tender fee as mentioned in the tender.
- Affidavits as Mention in the tender.
- Undertakings as Mention in the Tender.

2.2 Sealing & Marking of Bids

2.2.1 The bidder shall seal and send the demand draft (relevant to tender fee & Bid security (EMD)) in original in separate covers. Cover 1 shall be the outer cover. Cover 2 shall contain documents listed in 2.1 a), b), c) and d).

2.2.2 These shall:

- a) Be reached to "Chief Accountant". Surat Municipal Corporation, Muglisara, Surat – 395003 only through speed post / RPAD within stipulated date & time. (i.e. within 7 days from the last date of online submission of the bid as per the tender notice.
- b) Bear the following identification:

Name of the work: Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstate of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures. (Work No-01)

Tender notice no. Deputy Commissioner/SWZ/01/2026-2027 (Work No-01)

- Last date of submission: **Dt.07/07/2026 UPTO** 18.00 Hrs.
 - c) Have endorsement on outer cover:
 - Do not open before **Dt.18/07/2026**.
- 2.3 In addition to the identification required in Sub-Clause 2.2.2 above, the inner covers 2 shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is so decided pursuant to Clause 2.6 hereof.
- 2.4 If the outer cover is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

2.5.0 DEADLINE FOR SUBMISSION OF THE BIDS

Refer "**Schedule of E tender**" & "**General terms & conditions**" mentioned in E tender invitation notice.

2.6.0 LATE BIDS

2.6.1 Bid received by the Employer after the deadline prescribed in Clause 2.5 above shall be considered unopened to the bidder.

2.6.2 No bid may be modified or withdrawn after the deadline for online submission of bids.
(After 18.00 hrs. on Dt.07/07/2026)

2.6.3 Withdrawal or modification of a bid between the deadline for on line submission of bids and the expiry of the original period of bid validity shall result in the forfeiture of the bid security.

SIGNATURE OF BIDDER

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

SECTION-3:- SPECIAL CONDITIONS FOR SECURITY DEPOSIT & STAR RATE

(1) Contractor should place % (percentage) of security deposits according to tendered amounts. Security deposit will be recovered from the contractor in following manner: -

(i) 2% of the total tender amount to be deposited by the successful bidder before commencement of the work either in Cash or pay order/Demand Draft / FDR / Bank guarantee (From the Nationalize Bank located in Surat only) which will be released after payment of final bill. If the Contractor deposits the initial security deposit in the form of Bank guarantee (From the Nationalize Bank located in Surat only), then the contractor will liable to renew the same till the date of completion of work. If in the case the contractor fails to renew such Bank guarantee, penalty for the days laps without renewed at a rate of 0.065% will be imposed per day on the total security deposit amount.

(ii) 2% of the total work done amount shall be deducted as retention money from the running account bill which will be released at the time of final bill.

(iii) 5 (five) % of work done amount will be recovered as performance security deposit from running bills.

(iv) Therefore, in total 7% (2% S.D. placed at the time of issue of work order + 5% as per (iii) above) of the performance security shall withheld for defect liability.

Bidder can replace 5% Performance security deposit as per (iii) at the time of final bill, with F.D.R. (From the Nationalize OR Schedule bank) located in Surat city only) in 4 equal parts with validity of 2 years, 3 years, 4 years and 5 years respectively.

only Initial security deposit of 2 (%) will become refundable after one year from final date of completion of work **or** after no objection received from Audit department, whichever is later, subject to deduction of amount due for expenses, if any.

Performance security shall be refundable stage wise as mentioned below during defect liability period but only after no objection received from Audit Department.

(a) 25% of total amount of performance security deposit shall become refundable after expiry period of two years from the date of final completion of work, subject to deduction of amount due for expenses, if any.

(b) 25% amount of performance security deposit shall become refundable after expiry period of three years from the date of final completion of work, subject to deduction of amount due for expenses, if any.

(c) 25% amount of total amount of performance security deposit shall become refundable after expiry period of Four years from the date of final completion of work, subject to deduction of amount due for expenses, if any.

(d) Remaining 25% amount of performance security shall become refundable at the end of Five years from the date of final completion of work, subject to deduction of amount due for expenses, if any.

(2) Defect liability period:

The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned in the memorandum of tender from the certificate date of completion of work. The Engineer in charge of concerned zone shall give the contractor a notice in writing about the defects and contractor shall make good the same within stipulated time mentioned (even during monsoon) in notice. In the case of failure on the part of the contractor, the Engineer in charge of concerned zone may rectify or remove or repair the work at the risk and cost of contractor and he shall be entitled to recover the whole or any part of the amount of any or all security towards the expenses, if any incurred by him.

Successful tenderer will be sole responsible to make in order all the work done by him as per tender condition at his own cost till the defect liability period of tender.

Defect liability for trench works carried out by contractor shall be considered as 1 year from the date of completion of work.

(3) Star Rate difference Calculation for Bitumen to be brought by Contractor:-

Star Rate for VG-30 Bitumen=(**Rs. 78260.00 + GST**) Per MT

Sr. No.	Date	Vehicle No.	Gate Pass No.	Weight (MT)	Actual Net Amount as per Gate Pass with GST & Discount (Rs.)	Actual Net Rate as per Gate Pass (with GST & Discount)/MT (Rs.)	Star Rate with GST as included in Tender/MT (Rs.)	Star Rate Difference (Rs.)/MT	Star Rate Difference Amount (Rs.)
1	2	3	4	5	6	7 = 6/5	8	9 = 7-8	10 = 9*5

Conditions for variation in rates of Bitumen:-

1. The Contractor shall procure bitumen directly only from HPCL/IOCL/BPCL or any other PSU's.
2. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
3. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
4. The test certificate regarding the grade of asphalt as well as test result of bitumen shall have to be produced.
5. The difference between the actual rates of purchase as per original bill of the refinery produced and the star rate shown above in this shall be payable / recoverable for the quantity of bitumen actually used in this work. This difference shall be payable/recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the Department.

This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.

6. The difference will be-payable/recoverable from the date of issue of work order and this star rate difference will not be subjected to any ceiling.
7. No advance payment or secured advance will be payable against bitumen to contractor.
8. The Discount provided by the refineries on bitumen shall have to be passed onto the SURAT MUNICIPAL CORPORATION .The same shall be calculated along with calculating star rate difference amount.

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

SIGNATURE OF BIDDER.

DATE:

Special Condition to Fill the Tender

All Intending bidder have to submit details of plant, Equipment, Manpower, Machinery etc. according to Appendix 'A'

The detail furnished in Appendix 'A' Shall create clearly indicate that net available capacity per day shall be minimum 150MT/per day for works below 24.0 M wide road and 300MT/per day for equal & above 24.0M wide road. The work shall attempted by intending bidders shall have to furnished separate details of Pavers, Rollers, Dumpers, vehicles, etc. all machineries & Manpower separately.

Appendix -A

No.	Location of Plant	Details of Batch Mix Plant in TPH & its Capacity in MT/day	Works on hand		Work wise Total remaining Quantity of bituminous material which has to be carried out (From Sept-2026 to May-2027) in M.T.	Remaining time in Which such (Col.5) remaining work has (Quantity) to be carried out from. (From Sept-2026 to May-2027) in days	Utilization of Capacity/ day in M.T.	Net Available Capacity/ day (From Sept-2026 to May-2027) in M.T.
			Work wise Details	Quantity of bituminous material in M.T.				
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(5/6)	(8)	(9)

It is clearly noted that the Surat municipal corporation reserve the rights to accept or reject any or all the tenders without assigning any reason thereof.

The Surat Municipal Corporation has right to accept or reject any or all the tenders without assigning any reason thereof.

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

Signature of the Bidder.

Date:

SECTION-4:- SPECIAL CONDITIONS – 'A'

The following conditions treated as part of the tender documents.

1. If the bulk asphalt is not available from Hazira Refinery, Surat the Contractor shall make his own arrangement for collecting and carting bulk bitumen from Mumbai/ Vapi/ Koyali OR Savali refinery (Baroda)/or as directed by Engineer in charge and in that case, if the bulk asphalt brought from Mumbai/Vapi/Koyali OR Savali (Baroda) the rate of carting shall be paid as mentioned in schedule-B of price bid of this work. (Above condition shall be applied only if bulk asphalt provide by Surat Municipal Corporation.)
 2. All efforts will be made by the Corporation to pay the final Bill within one month from the date of completion if possible.
 3. The Contractor shall make every endeavor to work during working hours only.
 4. Calculating responsibility of Contractor for road damages within defect liability period, Contractor will be given exemption from damages occurring due to water logging storage and excavation done for laying various service lines.
 5. Repairs of damages by Contractor at his own cost should be done under the supervision of Municipal Technical Staff both at plant and paver site as per executed tender specifications.
 6. No price variation or escalation shall be paid to the Contractor on the tender sanctioned rates for works carried out in total time limit.
 7. No compensation of any item shall be paid in case if the item is omitted i.e. not executed at all.
 8. Contractor should stop the carpeting/re-carpeting work by paver-finisher on or before **Dt.15/06/2027.**
- **Remaining work shall be started after monsoon and shall be completed within tender time limit.**

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

**SIGNATURE OF THE BIDDER:
ADDRESS:-**

SECTION-5:- SPECIAL CONDITION: 'B'

- (1) Most of the roads within city limit are loaded with heavy traffic. On few such roads it will be difficult to work during the day time, so on such road's contractor may have to work during night hours as per instruction of Engineer-in-charge.[The Engineer-in-charge shall mean Executive Engineer of the concerned Zone.]

(2) **WATER: -**

For all the purpose connected with the work, the Contractor shall be allowed to use water from the Municipal mains wherever available at prevailing rate. The Contractor, however, will have to make their own arrangement to get it at their cost necessary water connections from the Municipal mains. If the water is in the opinion of the Zonal Officer / Executive Engineer used improperly or wasted the Engineer, may cause the supply of water to be discontinued or the water will be supplied to the contractors at double the prevailing rate of water for the quantity of water. The contractors will be charged for all the cost connected with making any connections with the mains that may be required for the purpose of the work and after cutting of such connection, besides the usual Municipal Charge for the use of meters, if any fixed by the Engineer-in-charge to prevent the misuse or wastage of Water by the contractors, the Engineer shall be at liberty to engage a Mukadam at the cost of the Contractor on providing in force wages (exclusive of other charges leviable by the Corporation under rules such as dearness allowance and supervision charges etc.) for supervising and controlling the use of water by the Contractor's men.

If Municipal water mains are not available nearby, Contractor shall have to make his own arrangements at his cost for potable water required for construction purpose and daily use for his laborers.

(3) **ELECTRIC SUPPLY: -**

The Corporation will not provide the electric supply for the work and contractor has to make his own arrangements for the electric supply.

(4) **TAXES: -**

The bidder is advised, directed to take into consideration all the Central/State/ Local Self-Government taxes, levies. No tax/nor any Govt. levy shall be paid extra and/or separately. However, the deduction of Tax/Levy, if any, shall be ensured from payment due to be made time to time in accordance with the provisions of Central/State Govt. Laws, orders issued from time to time and remaining in force.

- 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. However, all the quoted rates must be inclusive of GST.
- 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 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 and obliged to be reimbursed and no dispute regarding same shall be entertained by SMC. Bidder / firm should have to produce attested copy of sale tax certificate with proof of residence.

The Construction labour welfare cess shall be deducted from R.A. bill of the contractor at the prevailing rate. The current rate of labour cess is 1% of the capital amount.

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.

(5A) VARIATION IN THE QUANTITIES OF WORK: -

Variation in the quantities of work in the bill of quantities shall not vitiate the contract. The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less/more than those entered in the tender. The Contractor shall be bound to carry out the additional work up to 30% (Thirty percent) of tender amount, in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge, after obtaining approval / sanction from competent authority of Municipal Corporation at the sanctioned tender rate of this work.

(5B) LOI and work order can be issued in full or part depending upon the requirement of different zone/department of Surat Municipal Corporation, subject to the total sanctioned tender amount

- (6)** The bulk asphalt should not be used as fuel. If however Contractor is found using bulk asphalt as fuel, the quantity of bulk asphalt utilized shall be assessed by the Executive Engineer of concerned zone and whose decision will be final and binding on the Contractor who will be charged at double the basic input rate of the tender document even though the total consumption of bulk asphalt may be within the theoretical consumption.

(7) EXTRA ITEMS: -

Extra Items of work shall not vitiate the contract. The Contractor shall be bound to execute extra items of work as directed by the Engineer-in-charge. The rate of any extra item shall be

as per Government **S.O.R. of the year 2024-2025** (+) Plus or (-) Minus percentage higher or lower stated in the tender. Any discrepancy regarding specifications, M.O.R.T.& H. specifications-2013 published by IRC will be final and binding to the bidder.

(8) EMPLOYMENT OF A QUALIFIED SITE ENGINEER BY THE CONTRACTOR: -

The Contractor shall employ full time technically qualified staff during the execution of this work as under: -

- (1) One graduate Engineer when the cost of work to be executed is more than Rs. 50 Lakhs.
- (2) One qualified Diploma holder Engineer when the cost of work to be executed is more than Rs. 20 lakhs but less than Rs. 50 lakhs.

The Engineer so employed for the work must have sufficient experience to handle the work independently. Such an Engineer shall have to stay at the site of work and he shall not be entrusted with any other duty except of this work.

In Case the Contractor or as partner of the Contractor firm is a Civil Graduate Engineer, employment of a separate Engineer will not be necessary provided that the Engineer partner himself attends the executions of the work on site.

(9) LABOUR LICENCE: -

Before starting the work, the Contractor will have to obtain the license from the District Assistant Labour Commissioner under the Contract labour (Regulation and abolition) Act 1970 as contract labour (Regulation and abolition) Gujarat Rules 1972 after paying necessary fees and deposit on the basis of the number of labourers to be employed on the work and will have to supply two true copies of the said license to the Executive Engineer before starting the work.

(10) FIELD AND PLANT LABORATORY AND TESTING CHARGES: -

Contractor shall set up field and plant laboratory facility for the said work and the laboratory should be equipped with implements and appliances as mentioned in below table for collection of samples, and for carrying basic and routine tests of simple and complex nature required for the construction of road work. These equipments should not be considered as a qualifying criterion of the bidder, but should be made available on instruction of Engineer-in charge.

Sr. No.		Number
(A) GENERAL		
1.	Weigh Balances	
	a. 5 - 20 kg capacity Electronic type -Accuracy 1 gm	1 No.
	b. 500 gm capacity-Electronic Type Accuracy 0.01 gm	1 No.
	c. Electronic 5 kg capacity Accuracy 0.5 gm	1 No.
	d. Platform Balance scale-300 kg capacity	1 No.
	e. Chemical Balance 100 gm capacity-accuracy 0.001 gm	-
2.	Oven-electrically operated, thermostatically controlled (including thermometer), stainless steel interior, From 0°C to 220°C Sensitivity 1°C	1 No.
3.	Sieves: as per IS:460-1962	1 Set
4.	Sieve shaker capable of shaking 200 mm and 450 mm dia. sieves- electrically operated with time switch	1 No.
5.	200 tonnes compression testing machine	1 No.
6.	Stop watches 1/5 sec. accuracy	1 No.

7.	Glass thermometers range 0°C to 100°C and metallic thermometers range up to 300°C.	2 No. each
8.	Hot plates 200 mm dia. (1500 watt.)	1 No.
9.	Enamel trays	
	a. 600 mm x 450 mm x 50 mm	2 Nos.
	b. 450 mm x 300 mm x 40 mm	2 Nos.
	c. 300 mm x 250 mm x 40 mm	2 Nos.
	d. Circular plates of 250 mm dia.	2 Nos.
(B)FOR SOILS		
1.	Apparatus for Sand replacement method for density	
2.	Lab CBR testing equipment for conducting CBR testing, load frame with 5 Tonne capacity, electrically operated with speed control as per IS:2720 (Part 16) and consisting of following:	1 Set
	a. CBR moulds 150 mm dia. - 175 mm ht.	6 No.
	b. Tripod stands for holding dial gauge holder	4 Nos.
	c. CBR plunger with settlement dial gauge holder	1 No.
	d. Surcharge weight 147 mm dia. 2.5 kg wt.	6 Nos.
	e. Spacers disc 148 mm dia. 47.7 mm ht. With handle	2 Nos.
	f. Perforated plate (Brass)	2 Nos.
	g. Soaking tank for accommodating 6 CBR moulds	2 Nos.
	h. Proving rings of 1000 kg, 2500 kg capacity	1 No. Each
	i. Dial gauges 25 mm travel- 0.01 mm/division	2 No.
3.	Nuclear moisture Density meter or equivalent	1 No.
4.	Speedy moisture meter complete with chemicals	1 No.
(C)FOR BITUMEN AND BITUMINOUS MIXES		
1.	Constant temperature bath for accommodating bitumen test specimen, electrically operated and thermostatically controlled (to accommodate minimum six Specimens)	1 No.
2.	Penetrometer automatic type, including adjustable weight arrangement and needles as per IS:1203-1958	1 No.
3.	Soxhlet extraction or centrifuge type apparatus complete with extraction thimbles with solvent and filter paper	1 No.
4.	Marshall compaction apparatus automatically operated as per ASTM 1559-62 T complete with accessories (with 180 N Marshall Moulds)	1 set
5.	Furol viscometer	1 No.
6.	Ductility meter	1 No.
7.	Softening point (Ring and ball apparatus)	1 No.
8.	Distant reading thermometer	1 No.
9.	Core cutting machine suitable for up to 150 mm dia. core	1 Set
(D) FOR CONTROL OF PROFILE AND SURFACE EVENNESS		
1.	3 meter straight edge and measuring wedge	1 Set
2.	Camber template 2 Lane	
	a. Crown type cross-section	1 Set

	b. Straight run cross-section	2 Sets
3.	Steel tape	
	a. 5 m long	2 Nos.
	b. 10 m long	2 Nos.
	c. 20 m long	2 Nos.
	d. 30 m long	2 Nos.
	e. 50 m long	1 No.

All charges for mix design and testing charges shall be borne by the contractor for testing the quality of material and workmanship. No. of tests may be more than that specified in this tender if necessary, as per direction of the Engineer-in-charge of concerned zone and relevant IS CODE & recent IRC provision.

(11) LAND FOR TEMPORARY USE: -

The land required at site of work for construction of proposed work only will be made available. The contractor shall make his own arrangements at his own cost for land required for any other purposes viz. for installing drum mix plant, store, offices, camping facilities for labors, go downs or approach roads on other such purposes etc.

Surat Municipal Corporation may allot available land upon written request of the contractor depending upon the availability of such land which belongs to Surat Municipal Corporation at the rental charges of Rs.10.00/sq.mt. /month basis. The prevailing policy and rates are applicable for the rent of the land provided to contractor by Surat Municipal Corporation. Surat Municipal Corporation takes no responsibility as it is not an obligatory on SMC part for providing such land. No claims and compensation shall be entertained in any case if the same is not provided or delay caused in providing it. It shall be clearly noted that any delay in allotment of such land does not alter the time duration or time limit of the project.

(12) PLANT: -

For the tendered work contractor shall have own Batch mix type Hot-Mix Plant having necessary units like gradation Control, Dust Control Units etc. The contractor will be allowed to carry out only one work from a single batch mix plant, however, sanction may be given to carry out more than one works from one batch mix plant with prior written permission of the concerned divisional heads (Zonal chiefs) of Zone from which work order shall be issued. For this specific case, the contractor shall have to provide enough evidential proofs of capacity to carry out more than one works simultaneously. (This shall mean the corresponding sets of supervisory staff, bitumen tank, roller, paver etc.)

Distance of Plants to be installed for Different road works:

All necessary plants and machinery shall be installed within Surat city limit or within a distance of 15 Km from Surat city limit, but contractor have to make sure that temperature of bituminous materials and moisture content of WMM material and all other tender specification are well maintained during the entire contract period

- (13)** The successful contractor shall have to install all the necessary cross-checking systems to ensure quantitative and qualitative road works at their own cost as per the instruction of Engineer-in-charge. This may include "vehicle tracking system (GPS)", "CCTV" etc. The corresponding amount will be recovered from the running bills, if the same systems are installed by SMC imposing penalty and supervisory charges etc.

(14) TRAFFIC MANAGEMENT DURING CONSTRUCTION

Traffic management during construction period will be the responsibility of the contractor. In order to have smooth flow of traffic on existing roads, temporary signalized system, adequate number of caution boards, temporary barricades, delineators etc. shall have to be provided as

per the requirement at site. This will be treated as incidental to the work and no extra payment will be made for the traffic management during construction stage.

(15) Accident liabilities:

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

(A) Contractor shall take all necessary safety precautions during execution of work to avoid any type of accident at project site & plant site. No work shall continue at site in absence of necessary and adequate safety measures. Any accidents occurring at project & plant site during the contract period shall be the sole responsibility of the contractor.

(B) Contractor shall inform the owner regarding any accidents occurring at site within 24 Hrs.

(16) Insurance:

The contractor shall take "all contract risk insurance policy" for the estimated cost of the roadwork "Workmen's compensation policy" for all workers and laborers of contractor and Owner/Employer working at site and "Third Party Insurance Policy" to fully cover all third-party type risk. The insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the Owner/Employer and the policy shall be deposited with the Owner/Employer.

(17) Terminations in Event of Default of Contractor

Occurrence of following Events shall be considered as the Default by Contractor (the "Contractor's Event of Default"):

Repeatedly fails to carry out any obligation under the contract event after repeatedly directed by Engineer/Employer in a reasonable time period.

Fails to carry out any obligation under the contract which has Material Adverse Effect for this Project

Without reasonable excuse fails -

To commence the works on Site within the period stated in the Notice to Proceed Work after signing the agreement or

To proceed with the works or any section thereof as indicated by the Employer, within 28 days after received notice.

Has failed to comply with a notice issued or an instruction issued within 28 days after having received.

Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract.

The Contractor does not maintain a Performance Security, which is required as per terms of this Contract.

Sub-contracts the Value of Works exceeds the subcontracting permissible under this contract.

Has failed to furnish the required Performance Security or extension of its validity period thereof as per the terms of this contract.

Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.

Change in Contractor's Ownership during this Contract with prior consent of Employer.

The Contractor fails to provide insurance cover as required as per terms of this Contract.

The amount of Liquidated Damages exceeds the 10% of the Contract Price.

Contractor carries out any other activities other than the execution of Works on the Project Site.

Any time it is found that the Contractor has carried out Fraudulent Practice or Malpractice in execution of Works.

The Contractor fails to make any payments/damages/penalties due to Employer within period specified in the Contract without any valid reason.

The Contractor repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.

The Contractor fails to accompany with the applicable laws, rules, regulation.

Any representation made or warranties given by the Contractor under this Agreement is found to be false or misleading.

The Contractor repudiates this Contract.

If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

Corrupt practice: means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or Engineer in the procurement process or in contract execution.

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice.

On occurrence of any of above events or circumstances, the Employer shall provide notice to Contractor to remedy the breach/ Default in reasonable time period specified in the notice. If the Contractor shall not cure or remedy the default/ breach then Employer may at its sole discretion, upon giving 15 days notice to the contractor, terminate the contract and expel the contractor from the site.

The Employer's election to terminate the contract shall not prejudice any other rights of the Employer, under the contract or otherwise. Employer may at its sole discretion forfeit the Performance Security and may recover from the amount due to the contractor on occurrence of any of the Contractor's Event of Default.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any goods, contractor's documents and other design documents made by or on behalf of the contractor.

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

SIGNATURE OF BIDDER:

DATE: -

SECTION-6:-ADDITIONAL INSTRUCTIONS TO THE PERSON TENDERING

1. In the case of bidders as partnership firm, they have to produce registered partnership agreement with passport size photograph of each partner with their specimen signatures and power of attorney to any one partner for bidding and other purpose shall be submitted.
2. If the tender copy is taken in favour of the company, the power of attorney in favour of the person who may have signed the tender for the company, must accompany the tender.
3. 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. Details of work in completed by contractor during last year should be shown separately. Also Details of work in progress with the contractor should be attached separately.
4. All pages of Technical bid and specifications should invariably be initialed by the contractor before submission of Technical bid when intimated by Surat Municipal Corporation.
5. All corrections, erasure and over-writing should invariably be initialed by the Contractor.
6. (i) It may please be noted that the tender shall be considered as invalid especially, if all the requirements of tender are not complied with before submitting the tender. Also read carefully the face-sheet and "General Rules & Directions for the guidance of contractor" of this form.
(ii) Right reserved to reject any or all tenders without assigning any reasons' thereof.
7. 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 of the society issued by the legal Assistant, Directorate of cottage industries will have to be produced along with the tender.
8. [i] The several documents forming the contract are the essential parts of the contract and a requirement occurring in one is as binding on as though occurring in one is as.

[ii] In the event of any discrepancy, the several documents forming the contracts in any one document, the following order or procedure should apply: -

[a] Dimension and Quantities: -

- i. Schedule 'B' of the tender form. (Price Bid)
- ii. Specifications. (Technical Bid as per MoRTH-2013 (Fifth Revision))

[b] DESCRIPTION: -

- i. Schedule 'B' of the tender form.
- ii. Specifications as per tender and MoRTH-2013 (Fifth Revision)
- iii. In case of defective description or ambiguity the Engineer-in-charge of concerned zone should issue further instruction direction in what manner the work is to be carried out. It being understood that the best modern practice is to the contractor should forthwith comply with such instructions. The contractor should take no advantage of any apparent error of omission in drawings or specifications and the Engineer-in-charge shall make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications.
- iv. 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 of the work under execution or any other property or of lives of persons during the progress of the work and the period of maintenance.

- v. It may please be noted that the tender shall considered as invalid especially, if the requirements as per instruction 1 to 8 above are not compiling with before submitting the tender.

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

SIGNATURE OF THE BIDDER:

NAME AND ADDRESS:

DATE:-

NAME OF WORK:- Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstatement of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs, road signages with other traffic safety measures. (Work No-01)

TENDER DOCUMENTS FOR: - _____

DECLARATION FORM

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

SIGNATURE OF THE BIDDER: -

NAME AND ADDRESS: -

DATE: -

SECTION-7: -GENERAL RULES AND DIRECTIONS

1. The Commissioner of Surat Municipal Corporation 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 that time. In the event of tender 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 authorize 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.
2. The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
3. The Insurance Company's bond will not be accepted against the security deposit.
4. The Contractor will have to construct a shed for storing controlled and valuable materials issued to him under Schedule-A of the agreement at work having double locking arrangement. The materials will then be taken for use in the presence of the departmental person. No materials will be allowed to be removed from the site of work except with the written permission from Engineer-in-charge.
5. 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.
6. Controlled materials (Essentiality Certificate)
 - (I) As regards controlled materials, the Corporation will help to arrange 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 the 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 closing of every calendar month, the monthly returns in the prescribed forms as to the receipt 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.
7. The tender for work shall remain open for a period of 120 days from the date of opening of tenders for these works and that the bidder shall not be allowed to withdraw or modify the offer on his own during this period. If any bidder withdraws or makes any modification's 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 to forfeit in full the said earnest money absolutely.
8. The Contractor shall employ only such labors, who produce a valid certificate of having shall have vaccinated against small pox within a period of last 3 years
9. Construction cess will be deducted 1[one] percentage of total amount of work done from respective R.A. Bill and Final Bill in accordance with the prevailing norms of Govt. of Gujarat.
10. Tender should submit the true copy of the Certificate of Registration along with the tender without which the tender will not be considered.

11. Every partner of the firm or the partner who possess the power of attorney of the firm shall have to sign the tender documents; otherwise the same will not be accepted.

12. The Notification bearing No.૨૬૬ / ભારેવાહન પ્રતિબંધ / જાહેરનામું / ૧૮૦૦૬ / ૨૦૦૫, તા.૨૭-૬-૨૦૦૫ of Commissioner of Police, Surat restraining entry of heavy vehicles in Surat Municipal Corporation area be taken into consideration before filling up, submitting tender documents. No extra payment shall be made nor shall any claim in this behalf be considered. The bidders shall have to make suitable arrangements to ensure timely and adequate supply of materials in wake of obligation created under the tender documents upon awarding the contract. Any change(s) modification(s) or amendment(s) in this behalf and / or to this effect made by the said authority time to time shall have to be taken into consideration and no extra payment shall be made nor shall any claim be considered.

13. Insurance during the construction period and defect liability period (contractor's all risk policy (car policy)).

The contractor shall, at its cost and expense, purchase and maintain during the construction period and defect liability period such insurances as are necessary including but not limited to the following

- a) fire and allied natural calamities for the project
- b) contractors all risk insurance.
- c) comprehensive third party liability insurance including injury or death to such third parties who may enter or are in the vicinity of the project site.
- d) workmen's compensation insurance
- e) loss of or damage to property (except the work plant, materials and equipments) in connection with the contract and
- f) loss or damage to the plant, material and equipment
- g) personal injury or death of employee of contractor / employer.

The contractor shall take all contract risk insurance policy for the estimated cost of the roadwork workmen's compensation policy for all workers and labours of contractor and owner /employer working at site and third party insurance policy to fully cover all third party type risk the insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the owner / employer and the policy shall be deposited with the owner/ employer.

any other insurance that may be necessary to protect the contractor its employees and the project against loss damage or destruction at replacement value including all force majeure events that are insurable and not otherwise covered in items(a) to (g).

Insurance policy and certificates for insurance shall be delivered by the contractor to the engineer for the engineer's approval before the start date and all such insurance shall provide for compensation to rectify the loss or damage incurred or injury or death as specified in clause 25.1 of GCC.

13.1. Application of insurance proceeds

- a) all money received under insurance policies shall be promptly applied by the contractor toward repair or renovation or restoration or substitution of the project or any part thereof which may have been damaged or destroyed.
- b) contractor shall carry out such repair or renovation or restoration or substitution to the extends possible in such manner that the project to any part thereof shall after such repair or renovation or restoration or substitution is as far as possible in the same condition as they were before such damage or destruction normal wear and tear excepted.

13.2. Validity of the Insurance Cover

The contractor shall pay the premium payable on such insurance policy/policies so as to keep the insurance enforce and valid throughout the construction and defect liability period and furnish copies of the same to the employer for each year/policy period. If at any time contractor fails to purchase and maintain in full force and effect any and all of the Insurances required under this contract, the employer may at its option purchase and maintain such insurance and all sums incurred by the employer therefore shall be reimbursed by the contractor forthwith on demand, failing which the same shall be recovered by the contractor by encashment of performance security or deduct from the remaining bills of the contractor.

14. All certificate/recommendation for labour license will be provided by concerned authorities of Surat Municipal Corporation.

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

SIGNATURE OF THE BIDDER:-

NAME AND ADDRESS:-

DATE:-

MEMORANDUM

Note:-

In the event of the deposit being made in the form of Government Papers etc. the value of the Public Securities to be lodged as Contract Deposit will be calculated at 5% less than their Market Value on the day of acceptance.

1. General Description of work :- Construction of layers from sub grade to binder/wearing course for **Internal society road and Reinstate of trench line** falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures. (Work No-01)
2. Estimated Cost :- **Rs. 16,26,86,962.31**
3. Earnest Money Deposit :- **Rs. 16,26,900.00**
4. Security Deposit: - :-
(i) To be placed at the time of work order :- @ 2% of Tendered Amount.
(ii) To be deducted from running bills as :- @5% of work done amount as Performance security.
5. Time allowed for the completion of work from date fixed in written order to commence :- 12 MONTHS (INCLUDING MONSOON)
6. Compensation for delayed work Under Clause 2..... :- 0.20 Percent of the tendered amount of whole the work/per day.
7. The progress of work should confirm to the following schedule
1/4 of the work in _____ 1/4 of the time limit.
1/2 of the work in _____ 1/2 of the time limit.
3/4 of the work in _____ 3/4 of the time limit.
8. Percentage to be retained from Running Account Bills..... :- 2% (Two Percent)

9. Defect Liability Period :-

Sr.No	Road Work	Defect Liability Period
1	Part-I	05 (Five) years, from completion date of carpet work up to (B.C. Layer) as per sanctioned new design whole section & all items.
2	Part-I	03 (Three) years, for work up-to binder course (DBM Layer) from completion date of binder course work as per sanctioned new design whole section & all items.
3	Part-I	03 (Three) years, from completion date of Recarpet work, for both binder (DBM Layer) and wearing course (B.C. Layer) OR wearing course of Only B.C. Layer.
4	Part-I	02 (Two) years, for only binder course (DBM Layer) from completion date of binder course
5	Part-I	01 (One) year, from completion date for Trench line, up to DBM-I Layer & all items.
6	Part-II	01 (One) year, from completion date for footpath, kerb, divider & water table item
7	Part-III	01 (One) year, from completion date for pavement marking & road stud item.
8	Part-IV	01 (One) year, from completion date for road signages item.
9	Part-V	-----
10	Part-VI	03 (Three) year, from completion date for Microsurfacing item Type-III 05 (Five) year, from completion date for Microsurfacing item Type-II & III

10. Whether water charge shall have to be paid by the Contractor :- Applicable for Part II.

11. Amount of water charges :- For Part-II item as per condition for the water supply & Electric supply mentioned in this tender

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

SIGNATURE OF THE BIDDER: -

**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.30/07/2012)**

1. THE WATER SUPPLY

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

OPTION-1:

Contractor has to make his own arrangement for construction work whether from private boring or tankers. Contractor has to submit test report of water whether it is of good quality for construction work or not and contractor has to inform about it within 30 days of starting the work. Contractor shall have to inform in writing in the case of using or making own arrangement of water for the purpose of this work before 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 followed 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. ELECTRIC SUPPLY

1. 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.
2. The energy bills shall also be paid by the contractor.

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

SIGNATURE OF THE BIIDER.

SCHEDULE - A

Schedule showing (approximately) the materials to be supplied from the Corporation Stores for work contracted to be executed and the rates at which they are to be charged for.

Sr. No.	Particular	Rates at which the materials will be charged to the contractors.		Place of delivery
		Unit	Rs. Ps.	
1.	-----	----	-----	-----

NOTE:-

- The contractor shall procure bitumen directly only from HPCL, IOCL, BPCL or other PSU's only at their own cost.
- The carting charge is included in respective items as per Schedule B.
- The entire quantity of cement (53 grades OPC) required for lowering/raising machinehole frame & cover and footpath, kerb, water table & divider for this work shall be procured by contractor at his own cost, and no amount shall be recovered from contractor's bill for this item. Price variation shall not be given for the same. The brands for cement shall be Ultratech, Ambuja, Sanghi, Hathi, Sidhdhi, JK Laxmi company confirming to IS-12269/87 latest amendment ISO-9000 of 53 grade only. Surat Municipal Corporation shall not issue cement to be used for this work.
- Testing of Cement:
It should be specifically noted that the cement brought by the contractor at site of work shall be used only after the same is tested at the approved laboratory as per the direction of the Engineer-in-charge and relevant IS code. Such approved laboratory may be located at Surat, Baroda, Ahmadabad or Mumbai.
All the charge for the transport and testing of the samples shall have to be borne by the contractor. The frequency of testing such material shall be in accordance to the relevant Indian standards as directed by Engineer-in-charge.
- The difference between the each tanker's weight as per supplie's/refinery bill/Gate pass and weight at SMC Weigh Bridge should not be more than +/- 1.0 % by wt. If the difference crosses the above prscribed limit, in such case quantity of bulk asphalt shall be recovered at the Gross Rate of bitumen as per the Gate Pass from the contractor.

Wastage of bulk bitumen upto permissible limit of $\pm 2\%$ over theoretical consumption will be allowed and if wastage is more than that limit prescribed, penalty shall be recovered at double the cost of the bulk bitumen at the rate of Rs. **78260.00 /M.T. + GST** And if the bulk bitumen will be used less than 2% of the theoretical requirement, then cost of the bulk bitumen at the rate of Rs. **78260.00 /M.T. + GST** shall be recoverd.

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

SIGNATURE OF THE BIDDER

Date:-
Place:-

SURAT MUNICIPAL CORPORATION
SOUTH WEST (ATHWA) ZONE
TENDER FORM
F O R

Name of Work: Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstate of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs , road signages with other traffic safety measures.

I/We _____ the undersigned do hereby tender for carrying out the work described in the schedule below subject to the condition annexed. Should this tender be accepted I/We hereby agree to abide by and to fulfill all the terms and provisions of specifications and conditions of contract annexed hereto so far as they are applicable and default thereof to forfeit and pay to the Surat Municipal Corporation the sum of money mentioned in the said conditions. The earnest money deposited by me/us with tender may be forfeited to the said Surat Municipal Corporation if I/We do not deposit the full amount of security deposit, in accordance with the relevant clause of the said conditions of contract. Otherwise the said **EMD** shall be retained by the Surat Municipal Corporation as an account of such security as aforesaid.

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

SIGNATURE OF THE BIDDER

DATE:-

ADDRESS:-

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

**SECTION-8 :-PERCENTAGE RATE TENDER & CONTRACT FOR WORKS GENERAL RULES
AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

- (1) All work proposed to be executed by contract shall be notified in a form of invitation to tender Pasted on a board hung up in the Municipal Office and signed by the Competent authority of Surat Municipal Corporation or to published in newspapers and on internet by competent authority of SMC.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful bidder and the percentage, if any to be deducted from bills. It will also state whether a refund of quarry fees, royalties, dues ground rents & water-charges will be granted. Copies of the specifications, designs drawings and estimated rates; schedule rates and any other documents required in connection with the work which will be signed by the Executive Engineer / Zonal Officer of concerned zone for the purpose of identification shall also be opened for inspection by contractors at the office of the Executive Engineer / Zonal Officer during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Surat Municipal Corporation such specification 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 by each partner thereof, and 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) Receipt for payments made on account of any work when executed by a firm, should also be signed by all the partners, except where the contractors 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 person having authority to give effectual receipt for the firm.
- (4) Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities, stating at what rate he is willing to undertake each item of the work. Tenders who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and the number of the works to which they refer written outside the envelope.
- (5) The Commissioner or his duly authorized Assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in suitable form. In the event of a tender being accepted, the contractors shall thereupon, for the purpose of identification sign copies of the specifications and other documents mentioned in Rule.1. In the event of a tender being rejected the deposit will be refundable on application.
- (6) The Surat Municipal Corporation shall have the right of rejecting all or any of the tenders assigning any reason.

- (7) No receipt for any payment alleged to have been made by a contractor regard to any matter relating to this tender or the contract shall be valid and binding on Surat Municipal Corporation unless it is signed by the Zonal Officer/Executive Engineer of concerned Zone.
- (8) All work shall be measured by standard measure and according to the rules and custom of Surat Municipal Corporation without reference to any local custom.
- (9) Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
- (10) Every contractor shall, if so desired by the Commissioner, produce along with his tender a banker's certificate of his financial stability. If he fails to produce such a certificate his tender will not be considered.
- (11) The measurements of work will be taken according to the usual method as specified in relevant item and no proposals to adopt alternative methods will be accepted. The Commissioner's decision at to what the usual method to be adopted will be final.

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

SIGNATURE OF THE BIDDER.

SECTION-09:-ROAD/TRENCH DETAILS

SR.NO.	NAME OF WORK
1	Recarpeting Internal Roads of BALAJI INDUSTRIAL CO.OP.SERVICE SOCIETY LTD(VIBHAG 1) by Resi. Street Design at R.S.NO. 68/1 , MOJE - MAJURA in South West (Athwa) Zone.
2	Carpeting Internal roads of Balkrishna industrial society @ Moje-Bhatar by Resi. Street Design in South West (Athwa) Zone.
3	Carpeting Internal roads of Shree Navsarjan Industrial @ Moje-Bhatar by Resi. Street Design in South West (Athwa) Zone.
4	Recarpeting Internal Roads of SHREE SATRANARAYAN INDUSTRIAL CO.OP.SERVICE SOCIETY LTD. by Resi. Street Design at R.S.NO. 169, MOJE - MAJURA in South West (Athwa) Zone.
5	Carpeting Internal roads of CRISCHAYAN SOCIETY @ TPS No.- 80 (Sultanabad-Bhimpor) by Resi. Street Design in South West (Athwa) Zone.
6	Recarpeting Internal roads of Shri Ganesh Industrial Co. Op. Service Society Ltd. at Moje-Majura, R.S.No.-168 by Resi. Street Design in South West (Athwa) Zone.
7	Recarpeting of Internal Roads of SARJAN CO.OP. HOU. SERVICE SOCIETY LTD. by Resi. Street Design at T.P.S.NO. 04 (UMRA-SOUTH) , F.P.NO. 23,24,25,26,43,44 in South West (Athwa) Zone.
8	Recarpeting of Internal Roads of SUBHASHNAGAR CO.OP. HOU. SOCIETY LTD. by Resi. Street Design at T.P.S.NO. 09 (MAJURA) , F.P.NO. 55/A TO 55/G in South West (Athwa) Zone.
9	Carpeting Internal Roads of SHRINATHJINAGAR CO.OP. HOU. SERVICE SOCIETY LTD. by Resi. Street Design at MAJE - SARSANA , BLOCK NO. 54,57,59,60,61,62,63,64,65,66,67,68,69,81 in South West (Athwa) Zone.
10	Recarpeting Internal Roads of SHREE HARI OM INDUSTRIAL CO.OP.SERVICE SOCIETY LTD., by Resi. Street Design at Moje-Majura, R.S. - 168 in South West (Athwa) Zone.
11	Recarpeting Internal roads of Dumas , Bhimpore Gamtal
12	Recarpeting Internal roads of Sarsana, Bhimrad Gamtal
13	Recarpeting Internal roads of Umra Gamtal
14	Recarpeting Internal roads of Abhva Gamtal
15	Recarpeting Internal roads of Rundh-Magdalla Gamtal
16	Recarpeting Internal roads of Sultanabad Gamtal
17	REINSTATE OF TRENCHLINE FALLING IN SOUTH WEST (ATHWA) ZONE AREA.

Note: - Surat Municipal Corporation Reserves the Right to decide Priority area and or to cancel or to add extra roads of zone/area which are not enlisted in above list.

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

SINGNATURE OF BIDDER: -

SECTION-10:-GENERAL REQUIREMENTS FOR EQUIPMENTS TO BE USED FOR THE WORK

Hotmix plant shall be of suitable capacity be able to feed the aggregate and fractions in required proportions to achieve the desired gradation. The plant shall have the following essential features.

- [a] The plant shall have co-ordinated set of essential units capable of producing uniform mix as per the job mix formula.
- [b] Cold aggregate feed system with minimum four bins having belt conveyer arrangement for initial proportioning of aggregates from each bin in the required quantities.
- [c] Belt conveyor below each bin should have variable speed drive motors. There should be electronic load sensor on the main conveyer for measuring the flow of aggregates.
- [d] Dryer unit with burner capable of heating the aggregates to the required temperature without any visible unburnt fuel or carbon residue on the aggregate and reducing the moisture content of the aggregate to the specified minimum.
- [e] The plant shall be fitted with suitable type of the thermometric instruments at appropriate places so as to indicate or record / register the temperature of heated aggregate, bitumen and mix.
- [f] Bitumen supply unit capable of heating, measuring/metering and spraying of bitumen at specified temperature with automatic synchronization of bitumen and aggregate feed in the required proportion.
- [g] A filler system suitable to receive bagged or bulk supply of filler material and its incorporation to the mix in the correct quantity where required.
- [h] The plant shall have centralized control panel/cabin capable of presenting, controlling / synchronizing all operations starting from feeding of cold aggregates to the discharge of the hot mix to ensure proper quality of mix. It should have indicator for any malfunctioning in the operation.
- [i] Every hot mix plant should be equipped with siren or horn so that the operator may use the same before starting the plant every time in the interest of safety staff.

[B] FOR BATCH MIX PLANT :

- [i] A primary one-deck vibratory screening unit shall be installed for screening the aggregates.
- [ii] Belt conveyors below each bin should have variable speed drive motors. There should be electronic load sensor on the main conveyor for measuring the flow of aggregate.

[a] Work with Contractor's own Batch Mix Plant and paver:

The Contractor must bring his own Batch Mix Plant, paver finishers/sensor paver finisher (as specified) and required rollers with other necessary machinery required for the work. The Contractor shall make his own arrangement at his cost for electric supply and/or fuel required for operating various plants and machineries required for the work and for general lightening purpose for site office or labour colony etc. The energy bills shall also be paid by the Contractor. All other charges for establishing the plant shall have to be born by the Contractor.

The contractor shall have to provide a dust control unit at exhaust chimney of batch mix type hot mix plant to prevent pollution.

Mixing shall be through to ensure that a homogeneous mixture is obtained in which all particles of the aggregates are coated uniformly. The mixture shall be transported from the plant to the point of use in suitable tipper vehicles. Any tipper causing excessive segregation of materials by its spring suspension or other Contributing factors or that which shows undue delay shall be removed from the work until such conditions are corrected.

If found necessary, the Contractor may carry out the work in addition to the specified working hours (total eight hours) with the permission of Executive Engineer of concerned zone.

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

SIGNATURE OF BIDDER.

DATE:

SECTION-11:-CONDITIONS OF CONTRACT

CLAUSE-1:-

Security Deposit

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within 10 days of the receipt by him of the notification of the acceptance of his tender) deposit with Municipal Commissioner in Cash or pay order/Demand Draft / FDR / Bank guarantee (From the Nationalize Bank located in Surat only) to the Commissioner sum sufficient which will make up the security deposit specified in the tender.

If the amount of the initial security deposit to be paid is not paid then the tender contract already accepted shall be considered as cancelled. The initial security deposit lodged by contractor shall be released after payment of final bill, subject to deduction of amount due for expenses, if any which become liable to be recovered from the contractor under the terms and conditions of this Agreement.

CLAUSE-2 :- The time allowed for carrying out the work as entered in the tender shall be strictly of the 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 throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation a percentage amount (shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncompleted 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.

Compensation of the delay

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.

CLAUSE-3 :-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 installments) 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 Surat Municipal Corporation.

Action when whole of security deposit is forfeited.

(a) To rescind the contract (of which rescission notice in writing 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 Surat Municipal Corporation.

(b) To employ labour paid by the concerned Zone and to supply material to carry out the works, or any part of the work debiting, the

contractor with erectness 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 certificate 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 contractor, 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 final 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.

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 rescinded 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 amount so certified.

Action when the progress of any Particular portion of the work is unsatisfactory

CLAUSE-4:- 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 days' notice in writing and contractor will have no claim for compensation for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause (3)

CLAUSE-5:- 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 amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession of, require or removal of, or sell contractor's plant.

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

Extension of time limit.

alternative the Commissioner may by notice in writing to the contractor or his clerk of the works. Foremen or other authorized 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 Municipal 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:- 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:- On completion of the work the contractor shall be furnished with a certificate by the Zonal Officer (here- in- after 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.

Final Certificate.

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:- No payment shall be made for any work, 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 sub-meeting a monthly bill therefore be entitled to received payment proportionate to the percentage shown in the attached Memorandum of the part of the works than approved and passed by the Engineer- in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

Payment on intermediate certificate to regarded as advances.

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 unskillful 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:- 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.

Payment at reduced rate on account of Item of work not accepted as completed at the discretion of the Engineer-in-charge.

CLAUSE-10:- 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.

Time for Bills to be submitted.

CLAUSE-11:- 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.

Bills to be on printed forms

CLAUSE-12:- 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

Stores supplied by Municipal Corporation.

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 there of shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of Surat 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 Public Works Department 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:-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.

Work to be executed in accordance with specifications, drawings orders etc.

CLAUSE-14:- 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 Surat 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

Alternation in specifications and design not to invalidate contractors.

Rates for works not entered in estimate or schedule of rates of the Municipal Corporation.

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.

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.

Extension of time in consequence of additions or alterations.

CLAUSE-15:- 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 hereunder, 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 any 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.

No compensation for alteration in or restriction of works to be carried out.

CLAUSE-15-A:- The contractor shall not be entitled to claim any compensation from Municipal Corporation for the loss suffered by him on account of delay by Surat Municipal Corporation in the supply of materials entered in schedule 'A' where such delay is caused by

On claim to compensation on account of loss due to delay in supply of

- (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 Surat Municipal Corporation.

In the case of such delay in the supply of material the Surat 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 & 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 Engineer in charge 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 Engineer in charge.

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 Surat 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 Surat

CLAUSE-23:-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.

Time limit for unforeseen claims.

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 them 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 continue and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and reexecute the work or remove and replace the materials or articles complained of or as the case may be at the risk and expense in all respects of the contractor, 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.

Action and compensation payable in case of bad work.

CLAUSE-25:- 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.

Work to be open for inspection.

Contractor is responsible agent to be present.

Clause 26 :-The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the

Notice to be given before works is covered up.

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

Contractor liable for damage done, and or imperfection for three months after certificate.

CLAUSE-28:- The contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the Pub. W. Department Stores in accordance with the contract). plant tools, appliances implements,adders, 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 entitled 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.

Contractor to supply plant. scaffolding etc.

And is liable for damages arising from a provision of light fencing etc.

CLAUSE-29:-The contractor shall make his own arrangement for drinking water for the labour employed by him.

CLAUSE-30:- 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 office 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

Liability of contractor for any damage done in or outside work area.

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 Municipal Corporation 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:- No. work shall be done on Sunday without the sanction in writing of the Engineer-in-charge. Work on Sundays.

CLAUSE-32:-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 Executive Engineer 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 Municipal Corporation & 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. Contract may be rescinded and security deposit forfeited for subletting it without approval or for bringing a Executive Engineer or if contractor becomes insolvent.

CLAUSE-33:-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 Surat Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained. Sum payable by way of compensation to be considered as reasonable compensation without reference actual loss.

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

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

CLAUSE-36:- 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, Decision of the Commissioner to be final.

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:- 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.

Lump sum in estimates.

CLAUSE-38:-In the case of any class of work of which there are on 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.

Action where no specification

CLAUSE-39:- 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.

Definition of works

CLAUSE-40:- All quarry fees and royalties shall be paid by the contractor All 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.

Refund of quarry fees & royalties.

CLAUSE-41:-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.

Compensation under workmen's compensation Act.

CLAUSE-42:-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.

Claim for quantities of work entered in the tender estimate.

CLAUSE-43:-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.

Claim for compensation delay in starting the work.

CLAUSE-44:-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.

Claim for compensation for delay in the excavation of work.

CLAUSE-45:- The contractor shall not enter upon or commence any

Entering upon or

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,	commencing any portion of work.
CLAUSE-46:- (i) No contractor shall employ any person who is under the age of 14 years.	Minimum age of persons employed
(i)The Engineer-in-charge or his agent is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by Surat Municipal Corporation for any delay caused in the completion of the work by such removal.	donkeys and or other animals & the payment of fair wages.
(ii) 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 Engineer in charge 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 Surat Municipal Corporation at the sanctioned tender rates.	
CLAUSE-47:- 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.	Method of payment.
CLAUSE-48:- Any contractor who does not accept these conditions shall not be allowed to tender for works.	Acceptance of condition compulsory before tendering for work.
CLAUSE-49:- 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 Headings.
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 conditions are being included in this tender & 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, pro-rata 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 an 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 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 sections 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 & the whole administrative process right from inviting tenders to finalizing the tender etc.

In such cases a fixed amount of Rs. 10000/- should be sveral from the original contract towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work. In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery to be made under clause-3 or such other relevant clauses.

Please mention **GST number** & **Party Code** back side of Hard copy of **Tender fee** & **EMD** document, if fail to do so S.M.C. will be not be responsible.

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

SIGNATURE OF THE BIDDER.
Date:-

To,
Municipal Commissioner,
Surat Municipal Corporation,
S U R A T.

Sir,

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. datedby 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.

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)

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

F.W.Cs. to Executive Engineer,

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.

Dy. Engineer,

Sanctioned Accordingly.

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

ANNEXURE-C

SPECIMEN SIGNATURE AND PHOTOGRAPHS OF THE TENDERER

NAME OF WORK:- Construction of layers from sub grade to binder/wearing course for Internal society road and Reinstatement of trench line falling in South West (Athwa) Zone of Surat city by contractor's own Batch mix type hotmix Plant and WMM plant to be installed within Surat city limit with Sensor operator paver finisher including construction/repair of footpath, divider, water table and providing & laying/fixing of pavement markings, road studs, road signages with other traffic safety measures.

TENDER INVITATION NOTICE NO. Deputy Commissioner/ S.W.(A.) Zone/No.01/ 2026-2027 (Work No. 01)

1. PAN NO.

Photographs of
each partner if
partnership firm.

*-----

Specimen Signature of the tenderer

Specimen Signature of the "power holder" if any

Name and Address of partners if any.

1. -----

2. -----

3. -----

Residential Address:

Permanent Address:

CONFIRMATION

The above details furnished are correct and we have enclosed it ourselves.

(Name of tenderer's seal and signature)

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

SIGNATURE OF THE TENDERER.

ANNEXURE-D

MODEL FORMS

MODEL FORMS

SCHEDULE - 'A1'

1	STRUCTURE OF ORGANISATION	
	Name of Applicant	:
	Address (Head Office)	:
	Telephone Number	:
	Fax Number	:
	E-mail address	:
	Local Office Address	:
2	Description of Company (e.g. General, Civil Engineer, Contractor, Supplier of Equipment etc.,)	:
3	Registration and Classification with Gujarat PWD/ MES/ CPWD/ Any other State PWD	:
4	Name and Address of Bankers	:
5	No. of years of experience as a General Contractor	
6	No. of years of experience as a Sub-Contractor	
7	Name and Address of principals of company to be associated in the project and whether parent/ subsidiary/ others	:
8	Attach Organization Chart showing the structure of the Company including names and position of Directors and key personnel	:

Signature of Bidder

SCHEDULE-'B1'
FINANACIAL STAEMENT

Name of Bidder :

Summary of Assets and Liabilities :
of the basis of the audited financial
statement of the last five financial
years (Attach copies of the audited
financial statements of the last three
financial years)

Year 2023- 24 Rs. Millions	Year 2022- 23 Rs. Millions	Year 2021- 22 Rs. Millions	Year 2020- 21 Rs. Millions	Year 2019- 20 Rs. Millions
----------------------------------	----------------------------------	----------------------------------	----------------------------------	----------------------------------

- a) Total Assets :
- b) Current Assets :
- c) Cash, temporary investments
and current receivable :
- d) Total Liabilities :
- e) Current Liabilities :
- f) Net worth (a) - (b) :
- g) Working Capital (b) + (c) -(e) :
- h) Authorized Capital :
- i) Capital issued and paid-up :
- j) Current ratio (b) / (e) :
- k) Acid Test Ratio (c) / (e) :
- l) Total liability to net worth (d) / (f) :

Actual value of construction works,
undertaken for each of the last five years,
and projected for current year: (Rupees
in Millions)

Year	Current	2023-24	2022-23	2021-22	2020-21	2019-20
------	---------	---------	---------	---------	---------	---------

India

Total

Signature
of Bidder

Net Profit before Tax

- a) Current Period :
- b) During the last financial year :
- c) During each of the four previous financial year :

The Profit and Loss Statements have been certified through by

Bidder's financial arrangements (mention amount in Rupees

- a) Own Resource :
- b) Bank Credits :
- c) Others (specify) :

Certificate of financial soundness from bankers of applicants together with their full address :

Credit Facilities:

- a) Name/Address of Scheduled Bank providing credit line :
- b) Total amount of credit line (attach certificate from the bank) :

Approximate value of works in hand :

Value of anticipated orders for next financial year

India :

Abroad :

- 1 Details of item-8 and 9 are to be correlated with Schedule 'H' - Experience.
- 2 All items should be properly filled in. Where any particular item is not applicable, it should be Clearly mentioned as 'Not Applicable'.

SCHEDULE 'C'
PLANT AND EQUIPMENT AVAILABLE WITH THE BIDDER

Name of the Bidder:

Sr. No.	Name of Equipment	Equipment in Hand							Remarks		
		No. of Units	Year of Manufacture & present condition	Present Location	Type & Make	Capacity or type	Detail of ownership				
Equipment for work: 1. Rotavator/Disc Harrow 2. Vibrator Roller 3. Tandem Roller 4. Grader 5. WMM plant 6. Sensor paver finisher 7. paver finisher 8. Batch mix plant 9. Mechanical Bitumen Emulsion sprayer 10. Thermoplast paint sprayer equipment 11. Plate Vibrator							present owned	leased	To be purchased		
Transportation Equipment 1. Tippers 2. Trucks/hywa											
Pneumatic equipment 1. Air compressors											
Other Plants & Equipments Required for Alternative Polymeric Method.											

Note: Certified copy of ownership of above listed machineries shall be produced.

Signature of Bidder

SCHEDULE - D

CONTRACT

D-1 Experience

Similar relevant projects completed

Name of Employer	Name of work, Date of award and time limit with date of completion	Name of Engineer responsible for supervision	Contract price (Rs. Millions)	Percentage of participation of company in project provision	Actual date of completion and extension	Was contract satisfactorily completed within stipulated time or extended time.	Reasons for extension of time granted	Whether any penalty was levied, so, how much and for what reason	Remark
1	2	4	4	5	6	7	8	9	10

Note: Certificates from the employer's officers of rank of 'Executive Engineer' or equivalent to be attached for individual Works indicating that the works has been done under single contract.

Signature of Bidder

D-2 Experience

Give information about all projects in progress including those where the Company has received a letter of intent but a formal contract has not yet been awarded.

Employer	Name of work & Date of award & time limit with date of completion	Name of Engineer Responsible for Supervision	Contract Price (Rs. Million)	Percentage participation of Company in the project provision work	Value of completed & certified work & value of balance work	Percentage of Work physically completed of Work	Scheduled date completion of Work	Remarks
1	2	3	4	6	6	7	8	9

NOTE: In the case of on-going works the contractor should submit Certificate from the concerned employer's officers of the

rank Executive Engineer or equivalent that the work is progressing satisfactorily as per the approved work.

Signature of Bidder

SCHEDULE - 'D'
D3 - WORK EXPERIENCE

ALL PROJECTS BIDDED LIST OF PROJECTS BIDDED BUT NOT AWARDED.

Employer of Employer	Consultant Supervising, if any	Location and description of Company	Percentage part	Value of Contract in Indian Rupees	Date of bid	Expected date of award	Staff connecte d on the project	Position in Bid if known
1	2	3	4	5	6	7	8	9

NOTE:- A Certificate from Qualified Chartered Accountant shall be attached.

Signature of Bidder

ANNEXURE- E

UNDER TAKING BY THE TENDERER FOR NOT BLACK LISTED ON RS. 300/-GOVERNMENT STAMP PAPER

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 AND ADDRESS:

DATE:

ANNEXURE- F

FORMAT FOR BANK GUARANTEE

on Rs.300/- Stamp

BANK GUARANTEE

1. In consideration of the Terms and Conditions of an Agreement made between Commissioner, Surat Municipal Corporation, Surat (herein after called "Surat Municipal Corporation") and(Contractor) (Herein after called "Contractor") for the work of
..... (**Name of work**) for the.....deposit for the due fulfilment by the contractor of the terms and conditions contained in the said agreement. We Bank of (herein after referred to as the Bank) at the request of(Name of Contractor) do hereby undertake to pay the Surat Municipal Corporation an amount not exceeding Rs.....(i.e.50% of Total.....Deposit Amount) against any loss or damage caused to or suffered by Surat Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said contractor.
2. We Bank ofdo hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Surat Municipal Corporation stating that the amount claimed in due by way of loss or damage caused to or would be caused to or suffered by the Surat Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....(50% of Total of Amount ofDeposit).
3. We undertake to pay the Surat Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by under this bond shall be a valid discharge of our liability for payment hereunder and the contractor shall have no claim against us for making such payment.
4. We Bank of further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged or till Commissioner, Surat Municipal Corporation, Surat clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before (dt.).....we shall be discharged from all liability under this Guarantee thereafter.
5. We Bank offurther agree with the Surat Municipal Corporation that the Surat Municipal Corporation shall have the fullest liberty without our consent and without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Surat Municipal Corporation against the said contractor and to Forbes or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any béarnaise, etc or omission of the part of the Surat Municipal Corporation or any indulgence by the Surat Municipal Corporation to the said contractor

or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have of a relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
7. We Bank oflastly undertake not to revoke during its currency except with the previous consent of the Surat Municipal Corporation in writing.
8. We Bank of.....under take to provide a DD payable at Surat for the amount revoked by Surat Municipal Corporation against the said contractor at the time of BG encashment.

NOT WITH STANDING ANYTHING CONTAINED HERE IN:

1. Our liability under this bank guarantee is restricted to Rs.(50% amount ofDeposit).
2. This bank guarantee is shall valid up to.....
3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt.....
4. In written of bank has executed this present the day and year first written.
Date theMonth.....Yearfor.....(Bank name)

Seal. Stamp and signature of
Bank's authorized signatory.

ANNEXURE - A**List of Approved Banks for the purpose of providing Tender Fees/ Bid Security/ Performance Security**

With reference to List of Banks declared by Government of Gujarat, Finance department GR No- FD/MSM/e-file/04/2025/2712/D.M.O. dt.01/04/2026 Annexure I bank guarantee issued by following bank shall be accepted.

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

❖ All Nationalized Banks.

(B) Guarantees issued by following Banks will be accepted as SD / EMD for period up to March 31,2026. The Validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No.	Name of Banks	Sr No.	Name of Banks
1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnadu Mercantile Bank
4	Dhanlaxmi Bank	25	Ujjivan Small Finance Bank
5	City Union bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank.
7	DBS Bank India Limited	28	Nutan Nagrik Sahakri Bank Limited
8	DCB Bank	29	Rajkot Nagrik Sahkari Bank Ltd.
9	Equitas Small Finance Bank	30	Sarswat Co-operative Bank Ltd.
10	RBL Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank LTD.
12	HDFC Bank	33	The Cosmos Co- Op. Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Panchmahal District Co- Op. Bank Ltd.
15	IDBI Bank	36	The Surat District Co-Op. Bank Ltd.
16	IDFC First Bank	37	The Surat People's Co- Op. Bank Ltd.
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank

18	Jana Small Finance Bank	39	The Banaskantha Mercantile Co-Operative Bank Ltd.
19	Karnataka Bank	40	The Rajkot Commercial Co-Operative Bank
20	Karur Vysya Bank	41	The Baroda Central Co-operative Bank
21	Kotak Mahindra Bank	42	Gujarat Gramin Bank
		43	IndusInd Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

**Executive Engineer
South West Zone
Surat Municipal Corporation**