



**SURAT MUNICIPAL CORPORATION
[BRIDGE DEPARTMENT]**

TENDER FOR

**WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0
M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE
(RANDER) AREA**

E-Tender Notice (Online) No. ACE& I/C CE/BRIDGE/01/2026-27(Work No. 07)

**VOLUME: I
TECHNICAL BID**

Starting date of down loading of the online tender documents	04/06/2026
Last date of on line queries to be submitted (Online pre bid) on exen.bridge@suratmunicipal.org	-----
Last date of downloading & submission of online tender documents	19/06/2026 up to 18:00 hrs.
<ul style="list-style-type: none">Physical submission of Demand draft in original for Tender Fee & EMD by RPAD / Speed post (through postal authority only) so as to reach to the Chief Accountant, Account Department, Surat Municipal Corporation, Shree Tapi Bhavan, Tapipura, Surat-395003, duly super scribed with name of work and tender notice no.Note : Any documents in supporting of bid including scanned copy of the demand draft for tender fee and EMD shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.S.M.C. shall not be responsible for any postal delay.	<p>On all working days between</p> <p>20/06/2026 to 29/06/2026</p> <p>From 10:30 hrs. to 18:00 hrs.</p>

CONSULTANTS :

Infinite Civil Solution Private Limited
INFINITE HOUSE, FP-25,
CIMS Hospital Rd,
nr. Aditya Elegance & Railway Track
Panchamrut Bunglows II, Sola
Ahmedabad, Gujarat 380060,

CLIENT :

The Municipal Commissioner,
Surat Municipal Corporation
Shree Tapi Bhavan, Tapipura,
Surat-395 003

Phone: 91-261-2423751 – 56

Fax: 91-261-2451935

Email: commissioner@suratmunicipal.com

Web: www.suratmunicipal.gov.in.



**WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0
M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE
(RANDER) AREA**

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VOLUME-I - PART-1



Surat Municipal Corporation
Section I - Notice Inviting Tender

Tender Notice No.	ACE&I/C CE/BRIDGE/01/2026-27 (Work No.07)	
Organization Name	SURAT MUNICIPAL CORPORATION	
Department Name	BRIDGE DEPARTMENT	
Name of Work	WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA	
Tender Notice	Tender Notice (Online) No. ACE&I/C CE/BRIDGE/01/2026-27 (Work No.07)	
Tender Type	Percentage (%) rate basis	
Bidder Nationality	INDIAN	
Product	WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees.	
Joint Venture	Not Allowed	
Schedule of E-Tender	Starting date of down loading of the online tender documents	04/06/2026
	Last date of online queries to be submitted (Online pre bid)	-----
	Last date of downloading & submission of online tender documents	19/06/2026 up to 18.00 hrs.
	<ul style="list-style-type: none"> Physical submission of Demand draft in original for Tender Fee & EMD by RPAD / Speed post (through postal authority only) so as to reach to the Chief Accountant, Account Department, Surat Municipal Corporation, Shree Tapi Bhavan, Tapipura, Surat duly super scribed with name of work and tender notice no. Note : Any documents in supporting of bid including scanned copy of the demand draft for tender fee and EMD shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately. S.M.C. shall not be responsible for any postal delay. 	On all working days between 20/06/2026 to 29/06/2026 From 10:30 hrs. to 18:00 hrs.
	Opening of Price Bid (Online)	INTIMATED LATER (ON LINE)
	Bid validity period	120 days from the date of opening of price bid.
	Project Duration	15 (fifteen) months including monsoon.

Surat Municipal Corporation
[Bridge Department]



Payment Details	Document Fee	Rs.6,000/- +18% GST= 7,080/- In form of Account Payee Demand Draft payable in favor of The Commissioner, Surat Municipal Corporation payable at Surat with bid submission.
	EMD (BID SECURITY)	Rs. 4,45,000 /- (Rs Four Lakh Forty Five Thousand Only) The tenderer shall pay Earnest Money Deposit to the extent of 50% in the form of Bank Guarantee from the Nationalized Bank only. (Validity of bank guarantee minimum 04 months and THIS BANK GUARANTEE IS ENCASHABLE AT BRANCH OFFICE OF SURAT) The balance 50% of the Earnest Money Deposit is to be deposited by pay order /Demand Draft issued in favor of Commissioner, Surat Municipal Corporation, Surat through Nationalized Bank only. The earnest money deposit in the form of FDR or Cheque shall not be accepted. EMD refund only after performance security Deposit submit by Successful contractor.
	Bank details for the bank guarantee are as under.	
	Title Name	Surat Municipal Corporation
	BANK A/c. no.	02590200001475
	Bank name with branch name & address	Bank of Baroda, Bhagatalav, Surat
	MICR No.	395012004
	IFSC CODE	B A R B 0 B H A G A T (5th Character is Zero)
General Terms & Conditions	Estimated Value	Rs.4,44,14,558.78/-(Excluding G.S.T)
	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	



	<p>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).</p> <p>The Bidder should submit all the forms electronically only.</p> <ol style="list-style-type: none"> The CD containing technical & financial details required for evaluation dully digitally signed. Power of attorney. Company's profile and certificate of registration of company under the law. <p>DOWNLOAD OF TENDER DOCUMENT: The tender documents for these work are available only in Electronic format which can be download free of cost by the bidder.</p> <p>SUBMISSION OF TENDER: 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. Bidders need not to submit Technical Bid in Hard Copy except P.Q. documents (i.e. Eligibility and Qualification Submission specified in Tender.) in physical form at this stage. S.M.C. shall not be responsible for any postal delay. Bidder shall have to submit separate account payee DD for Tender Fee & EMD drawn in favor of Commissioner, Surat Municipal Corporation, Surat.</p> <p>Bidders shall read and consider following points which shall be part of tender Documents.</p> <ul style="list-style-type: none"> E.M.D & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D & tender fee are received for purpose of opening the Bid. Accordingly, offer/tenders of those tenders whose E.M.D & tenders fee is received electronically, shall be opened. However, for the purpose of realization of EMD and tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main office) during 20/06/2026 to 29/06/2026 up to 17:00 Hrs. Punitive action shall be initiated as per mention in "clause of (EARNEST MONEY DEPOSIT)" for non-submission of EMD & Tender fees in original to Account Department (Main Office) by bidder. All documents of supporting of Bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately. All Documents shall be color scanned to be seen as original. Scanning in Black and White or gray shall not be acceptable. All the Documents shall be notarized with clearly displaying stamp, number and name of the notary and colored scanned. Price Bid shall have to be quoted strictly online only. No hard copy of price bid shall be accepted. <p>Errata, Addenda/corrigenda to these tender documents, if issue must be</p>
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	<p>signed and submitted online and hard copy also.</p> <p>"Following Documents shall be submitted online as well as in HARD COPY to Surat Municipal Corporation by all bidders."</p> <ul style="list-style-type: none"> • Earnest Money Deposit as mentioned in the Tender. • Tender Fees as mentioned in the tender. • Under taking (As per Tender Condition) • Declaration of the Contractor (As per Tender Condition) • Affidavits (As per Tender Conditions) • Errata, Addenda/corrigenda • Section –III –Post Qualification Information • APPLICATION FORM 1- Litigation History • APPLICATION FORM 2- UNDERTAKING • APPLICATION FORM 3 (Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer <p>Note - Technical Bid and qualification documents mentioned in the tender and price Bid are not to be submitted in Physical Form. Please note that Non-submission of Hard copies of Technical Bid as well as price bid does not absolve the bidders from any liability created from the bid condition and bidding process. Price Bid shall have to be quoted strictly online only. Technical Bid in Hard copy shall be submitted only by Successful Bidders upon intimation from client."</p> <p>S.M.C. shall not be responsible for any postal delay.</p> <p>DETAILS TO BE SUBMITTED IN QUALIFICATION (online)</p> <p>The following details are required to be submitted in electronic format only through online (by scanning)</p> <p>The scan copies of Tender fees, EMD, Affidavit paper, Errata, Addenda/ corrigenda declaration of the contractor and under taking of not blacklisted on non-judicial stamp paper.</p> <ol style="list-style-type: none"> a. Documents/certificate supporting Statement - A, B, C, D, E, F in required Performa. b. Necessary documents required for various details mentioned in SEC-III "Qualification Information". [(form-3(A) and other relevant documents mentions in SEC-V, instruction to Bidders] c. Registration Certificate. d. Solvency Certificate. e. Balance Sheet for the last 3 years. f. C.A certificate for Turnover of Three years. g. APPLICATION FORM 1- Litigation History h. APPLICATION FORM 2- UNDERTAKING i. APPLICATION FORM 3 (Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer
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	j. GST Registration Details.
	<p>OPENING OF TENDER: -</p> <p>The Tender Bids will be opened on the specified date & venue. Bidders who wish to remain present at Surat Municipal Corporation, Town Development Officer's office, at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Information for online participation	<ol style="list-style-type: none"> Internet site address for e-Tendering activities will be https://smctender.nprocure.com Interested bidders can view detailed tender notice and download tender document from the above mentioned website. 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 login id & password on the own in registration process. 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 301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmadabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 79 26857317/18 e-Mail:URL: https://smc.nprocure.com 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. Bidder should upload scan copies of reference documents in support of their eligibility of the bid. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, Volume-1,2,3 of tender document & Reference Documents in hard copy if such instructions may be given by tendering authority.

**Executive Engineer (Bridge)
Surat Municipal Corporation.**



SECTION II - BIDDING DATA

The following specific data for the Works to be procured shall complement, amend, or supplement the provisions in the Instructions to Bidders and Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Tender Notice No.	(On-line) no ACE & I/C CE/BRIDGE/01/2026-27, (Work No.07)
Bids to be submitted to :	“Chief Accountant, Surat Municipal Corporation, Shree Tapi Bhavan, Tapipura Surat 395 003 by Speed Post/RPAD only.”
Name of Employer and Address	The Municipal Commissioner, Surat Municipal Corporation, Shree Tapi Bhavan, Tapipura, Surat-395 003 Phone: 91-261-2423751 – 56 Fax: 91-261-2451935 Email: exen.bridge@suratmunicipal.org Web: www.suratmunicipal.gov.in .
Name of Work	WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA
Special Note	Contractor has to give his offer with this Consideration: - PROJECT MANAGEMENT CONSULTANCY <ul style="list-style-type: none"> Project management consultancy for work is appointed by S.M.C. fees for the consultancy also paid by S.M.C. but if work is not complete within stipulated time period and time limit of contract not sanctioned by competent authority then cost of any supervising agency/T.P.I./P.M.C. for the extended time period has to be borne by contractor.
General Description of the Work :	Contractor has to give his offer with this Consideration: - <u>Total Length of Bridge Portion: @ 25.5 m with 45° Skew</u> <u>Gothan Rander Bridge</u> 3 No. x 8.5(SK)/6.01(SQ) mt c/c spans Total Length : 3 x 8.5 = 25.5 m <u>Type of Super Structure</u> 1. Super Structure is of RCC solid Slab of M35 2. Crash Barrier in minimum M:40 3. Overall Width – 1 x 12 + 1 x 2.1 + 8.2 + 3.8 = 26.1 mt of Bridge <u>Type of Sub-Structure</u> 1. RCC Pier in minimum M:35 2. Pier Cap and Abutment Cap in minimum M: 35 <u>Type of Foundation</u> 1.R.C.C. Abut. Raft 5300 mm (SQ) / 17880 (SQ) / 950 mm. 2.R.C.C Pier Raft 3200 mm (SQ) / 18547 (SQ) / 500 mm. 3. Pier Raft and Abut. Raft in minimum M.35.



	<p>FOR APPROACH PORTION :</p> <p>Length of the approach portion is 230m on both the side</p> <p>All items shall be as per IRS / IRC codal provisios, and under the supervision of Client. What so ever required to complete the Bridge will be in the scope of contractor.</p> <ol style="list-style-type: none"> 1. Bridge Portion: - R.C.C. Raft foundation, R.C.C pier, pier cap, Deck Slab as per approved drawing mentioned in the attached approved GAD, RCC retaining wall , as per site condition at the time of execution. it may be reduced as per site condition. 2. Dismantling of structures and sorting of the dismantled material, disposal of unserviceable material and stacking serviceable materials as directed by Engineer with all leads and lifts etc. complete as per specification and as per site requirements.
	<ol style="list-style-type: none"> 4. Tar paper as per MOST/IRC provisions. The Tar paper shall be from approved empanelled list by MORTH MOST only, as decided by client/engineer in charge. 5. Expansion joint: Strip seal type. 6. Wearing Coat (BC): Minimum 40mm Bituminous Wearing Coat on main bridge span portion and additional bitumen painting as decided by client as per scope of work, price bid and specifications. 7. Crash barrier shall be in M 40 grade concrete grade as per MORTH, IRC Codal Provision and as per approved design and drawing as explained earlier. <ol style="list-style-type: none"> a) Earthwork b) Sand filling c) GSB of 200mm conforming to Table 400-1 of MoRT&H-2013 d) WMM of 250mm conforming to Table 400-12 of MoRT&H -2013 e) Prime Coat (SS-1) @ 0.85 Kg/Sq.m f) TackCoat (RS-1) @ 0.27 Kg/Sq.m g) D.B.M of 60mm, Asphalt Content 4.50% h) Bituminous Concrete of 40mm, Asphalt Content 5.40% i) Bitumen painting 9. Epoxy Coating/ Anti-carbonation coating to foundation, Sub structure and Superstructure. 10. synthetic paint with one coat primer & two coat paint to crash barrier 11. Safety provisions : All Markings as per MOST , all sign Boards, all Retro Reflective provisions ,all safety Provisions etc. shall be provided As per MOST / MORTH specifications, and Tender and as directed by Engineer in charge. <p>Contractor shall have to carry out detailed soil investigation at least 04 different locations before start of work, and designs.</p>



	<p>The Detailed design of all the components of the proposed Bridge, its temporary components, staging, all type of load testing of various components, detailed soil investigation, and detailed design drawings, etc. All shall be carried out by contractor.</p> <p>The detailed design shall be carried out by contractor, which shall be first proof checked by proof checking consultant appointed by contractor as specified in Tender, and then the detailed design and drawings shall be got approved from Design Circle, R&B, Govt of Gujarat, Gandhinagar or SVNIT, Surat or as approved by client as per tender.</p> <p>The above are the general features Explained for Guidance. The Contractor will have to execute all necessary works for successful completion of the project.</p>
Period of Completion	15 months including monsoon.
Estimated Cost of Project:	Rs. 4,44,14,558.78/- (Excluding G.S.T.)
Earnest Money (Bid Security)	Rs. 4,45,000/- (50 % B.G & 50 % D.D.)
Tender Fees	Rs. 6,000/- + 18% GST = Rs.7,080/-
Performance Security	10% of Contract Value
Retention Money	6% from each Running bill subject to a maximum of 5% of contract price.
Defect Liability Period	60 (Sixty Months) (05 Years) and the period shall start from the date on which bridges opened to traffic.
	<p>Note: Liability of Main structural components of bridge shall be considered for Five years, after work completion certificate given by client. For that, contractor will have to give undertaking in the form of indemnity bond duly notarized after completion of work</p> <ul style="list-style-type: none"> • NDT Test: Contractor shall make all arrangements for NDT Testing & collection of samples from site in presence of PMC, after completion of Bridge, before issuance of completion certificate. Testing shall be carried out in sufficient quantities for each main component of Bridge, as required and decided by Engineer in charge. The Testing and its numbers shall be as Mentioned in relevant IS/IRC codes / as directed by engineer in charge. Testing shall be carried out at NABL approved laboratory. NDT Testing shall also be carried out after completion of Five years DLP period. NDT Test Result shall be submitted with Final bill and after five years of DLP period. No Extra Payment shall be given on above account. If Results are not as per codal provisions, contractor will have to Repair, restore & rectify the work at his own cost, nothing extra will be paid on this account.



<p>Scope of work:</p>	<p>The work to be carried out under this contract shall consist of various items as generally described in General Description of the work and as per Tender Documents.</p> <p>The design of the complete bridge and project will have to be carried out by contractor as per the latest applicable IRC (Indian Roads Congress)/BIS (Bureau of Indian Standard)/ IRS codes. The detailed design shall be first proof checked by proof checking consultant appointed by contractor as specified in Tender, and then the detailed design and drawings shall be got approved from Design Circle, R&B, Govt. of Gujarat, Gandhinagar or SVNIT, Surat or as approved by client as per tender.</p> <p>The Bridge Portion is to be executed under supervision of CLIENT OR THEIR REPRESENTATIVE appointed.</p> <p>The fees of the Proof Consultant shall be borne by the contractor; charges of R & B design circle or SVNIT, Surat will be borne by Surat Municipal Corporation.</p> <p><u>All major components of the Bridge shall be got approved within 03 months of issue of work order.</u></p> <p>Bidders are advised to ascertain accurate facts and details on their own with due diligence. The Contractor shall be solely responsible for the Engineering, procurement, design, safe and accurate construction of all work and for all details of the works and the adequacy thereof. Contractor's responsibility shall not be in any way be diminished nor shall the Contractor's design approach be limited by the Employer's acceptance or by Employer's approval, suggestions or recommendations on any aspect of the engineering or design. The work shall be carried out as per the design prepared by the bidder and approved by the Competent Authority. Drawings attached in Volume I of this Bid document are for tender purpose only. However, the Contractor has to submit their own detailed design drawings for this project.</p> <p>Shifting of Utilities as per site situation are under the scope of Surat Municipal Corporation. It must be shifted with necessary approvals from competent authority of SMC prior to the execution of work.</p> <p>Dismantling of existing old bridge are under the scope of Bidder and It must be done with necessary approvals from SMC prior</p>
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	<p>to the execution of work. However, credit value of scarp of material shall be recovered by SMC in form of D.D.</p> <p>The scope of the work shall be as specified in Below and is summarized below for the convenience of bidders but shall not be limited to:</p> <ul style="list-style-type: none"> (a.) Dismantling of structures and sorting of the dismantled material, disposal of unserviceable material and stacking serviceable materials as directed by Engineer with all leads and lifts etc. complete as per specification and as per site requirements. (b.) Carrying out Design and construction of all components of the Bridge structure with pile foundation, RCC substructure, PSC / RCC super structure, all finishing works e.g. wearing coat, railing, exp. Joint, etc. all complete, including approaches if any, RCC span approach, abutment wall portion with filter, stone pitching etc. all to required specifications under this contract as per tentative General Arrangement Drawings and Schedule of Payment terms. (c.) General works such as cleaning site before commencement, setting out axis and locations of foundations etc. and clearing the site after completion and before handing over the structure after defect liability period. (d.) In bridge portion RCC wearing coat to be used. Strip seal type expansion joints to be used. (e.) Collection and providing samples including transportation and carrying out tests on various constructional materials proposed to be used in the work. All tests as required as per provision of standard specifications and as suggested by Engineer in Charge and furnish test report/certificates from acceptable testing laboratories. The contractor shall have to make his own arrangement for transportation of inspecting authorities/agencies/PMC at his own cost. All Expenses shall be borne by Contractor. (f.) Providing full furnished site office with fully Air conditioned with facility of Net Connectivity for the client and PMC with all required furniture, chairs (Revolving), Tables, storage facility, lockable safe storages as per requirement of client, with clean toilet, RO water, etc. all required of min 40sq.m area with separate. Setting up Fully Equipped Field /site laboratory for routine tests as per approved QAP and Maintaining the same till the completion of project having CCTV with Net Connectivity and data storage capacity of minimum 30 days and the link of the same shall have to be shared with Client and his representative. The system should be fully in operation within 15 (Fifteen) Days after the date of issue of final work order. (g.) Giving programme of work to monitor progress of work and to sort out bottlenecks for lapses etc. (h.) Complying with any other data, which may be required as per the specifications, conditions, etc., forming part of the contract.
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	<p>(i.) Any other item of work not specifically provided in the contract, but which is necessary being contingent in complying with the provisions of the contract.</p> <p>(j.) All the concrete work shall have to be carried out by fully automatic batching plant with minimum output of 30 cu.mt per hour with each batch report printing facility and minimum 4 Nos of transit mixer with minimum capacity of 6 cu mt in working condition. At batching plant site, it shall behaving CCTV with Net Connectivity and data storage capacity of minimum 45 days and the link of the same shall have to be shared with Client and his representative. Batching Plant/s shall be exclusively for this work, it shall not be on hire base which supplying the concrete to other agency. The system should be fully in operation within 02 (two) months after the date of issue of final work order.</p> <p>Contractor's own fully automatic concrete batching plant which shall be established at site or within 10 Km radius and maintain it during progress of work. In exceptional circumstances, RMC from other batching plant shall only be allowed after proper written reasoning and with the written approval of Engineer in-charge.</p> <p>(k.) As built post execution, drawing and approved designs shall have to be submitted in five copies including soft copy by the contractor.</p> <p>(l.) List of brand/make for various product/material to be used for this work is enclosed in Vol –II technical specification and also it is to clarify that the list is to be strictly adhered to. However, in exceptional special cases others makebrand may be permitted subject to prior approval of Divisional Head upon written valid request with the justification. However, the decision of Divisional Head shall be final, conclusive and binding to the contractor.</p> <p>(m.) Design of each component of the Bridge as well as approaches will be carried by the contractor through a Design consultant to be appointed as per contract.</p> <p>(n.) The contractor shall follow the latest applicable codes.</p> <p>(o.) In case of any disagreement regarding the applicability of codes/codal provisions, the decision of Superintending Engineer, Designs(R&B), Govt. of Gujarat Proof Consultant shall be final and binding to all.</p> <p>(p.) It will be the responsibility of the contractor to submit the Design Calculations and Drawings in the format required by the Proof Checking Authority. In case of the designs being done through software, the contractor will have to provide a licensed version of the same to the Proof checking authority. The design calculations shall cover all steps and all cases as required by the codes.</p> <p>(q.) All safety measures, accident claims, damages, land for plant and machinery and site office, Necessary technical staff required, Police protection etc. shall be included.</p> <p>(r.) The above all details are for guidance purpose and may change</p>
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	<p>during execution as per site condition and requirements. The contractor shall carry out their own survey and soil investigation to ascertain the soil strata as per MORT&H / codal provisions.</p> <p>(s.) SMC will not entertain any claim in regard to inaccuracy of data provided for bid purpose.</p> <p>(t.) The contractor have to carry out work simultaneously on main bridge Portion as well as on Approach Portion with approaches to complete in time.</p> <p>(u.) Submission of Detailed Bar chart and methodology of each activity, time to time, Safety Manual, Quality Assurance and its Manual, detailed design, and drawings of each and every component of permanent and temporary works and obtaining approval from the Relevant Authority</p> <p>(v.) Preparation of traffic diversion plan, obtaining approval of the Engineer in charge as well as local traffic authority and implementing the same till completion of the project in consultation with the Engineer, traffic police authority and related other departments. Implementation of traffic diversion plan shall include. The diversion road, existing road shall be maintained/ repaired by the contractor throughout construction period at his own cost. Contractor has to take necessary approval from concern all departments during any diversion/closing the road for the work if required.</p> <p>(w.) Taking 150 mm dia. confirmative trial bores through all type of strata to sufficient depth as per MORT&H guidelines or as may be required/demanded by R & BDesign Circle, Gandhinagaror SVNIT, Surat and proof checking agencies for carrying out sub-soil investigations generally at 50m OR at each foundation location of pier, abutment and at locations of solid approaches including collecting samples, conducting tests and submitting geotechnical investigation report in 4 copy from geotechnical expert and recommendation of safe bearing capacity/ pile capacity at each foundation location & obtaining approval of the Engineer.</p> <p>(x.) Providing Vehicle for officer movement Whenever needed.</p> <p>(y.) Before commencement of work, the Puja (Khat Muhurat) should be organized as instructed, and after completion of the bridge, the inauguration (Lokarpan) ceremony should also be carried out. The cost for both activities is included in the tender estimate.</p>
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EARNEST MONEY DEPOSIT:

A. The Tender shall be accompanied by of Earnest Money Deposit **Rs. 4,45,000/-** The tenderer shall pay Earnest Money Deposit to be deposited by pay order/demand draft issued in favor of Commissioner, Surat Municipal Corporation, Surat through Nationalized/Schedule Bank only. The Earnest Money Deposit in the form of FDR or cheque shall not be accepted. The tenderer shall have to mention details of Earnest Money Deposit on the seal cover of Earnest Money Deposit.

As per City Engineer Note No.C.N.61, dtd. 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 so as to reach to Chief Accountant, SMC as per schedule from the last date of online submission of the bid as per tender notice.
- Following Penalty based actions for not submitting D.D.in original shall be initiated by SMC.

Bidding	If Situation arrives	Relaxation /Punitive action
Tendere's First Time	If bidder fails to submit the original D.D. (For tender fee and E.M.D.) within stipulated time mentioned in published tender notice for this work, in this situation.....	Relaxation : Bidder shall pay Penalty as per following table within 10 Days from the last date of the hard bid submission as mentioned in published tender notice. If bidder fails to deposit the penalty amount (as per following table) Punitive action will be taken as below. Punitive action Abeyance of registration for 06 (six) months with cancelation of E- tendering code for 06 (six) months
Tendere's Second Time	If bidder fails to submit the original D.D. (For tender fee and E.M.D.) within stipulated time mentioned in published tender notice for this work, in this situation.....	Punitive action : Abeyance of registration for 06 (six) months with cancelation of E tendering code for 06 (six) months

Table for Penalty

Sr.	Tender Amount in Rs.	Penalty Amount in Rs.
1	Up to Rs. 1.00 Cr	10,000/-
2	More than 1.00 Cr And up to 10.00 Cr	20,000/-
3	More than 10.00 Cr And up to 50.00 Cr	30,000/-
4	More than 50.00 Cr And up to 100.00 Cr	70,000/-
5	More than 100.00 Cr	1,00,000/-

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

B. The Earnest Money Deposit (Tender guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the Performance Guarantee Bond to the owner as stipulated in this tender document within Fifteen days after receipt of notice of award of contract. In such case owner may disqualify the tenderer from tendering for further works, under the jurisdictions of the Corporation (S.M.C.).

C. The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, if furnished by the contractor.

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



WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA

1	Clearing and grubbing road land including uprooting rank, vegetation, grass, bushes, shrubs, sapling and trees girth up to 300mm removal of stumps of trees cut earlier and disposal of unserviceable materials to be used of auctioned up to 1000 meters including removal of top organic soil not exceeding 150 mm in thickness.
2	Carry out alignment survey work by total station including marking of centre line of the bridge and various other component structures, taking ground levels and details of existing structures within 40m from centre line, providing and fixing necessary reference pillars, establishing bench marks, establishing foundation layout on ground, including submission longitudinal section, cross section and report of survey work in three copies with soft copy in CD to Engineer-in-charge as directed.
3	Carryout Geotech investigation work including drilling 150 mm dia bore holes in all sorts of soil, ordinary rock and hard rock, upto maximum depth as mentioned, collecting undisturbed samples and conducting standard penetration tests alternate at an interval of 1.5 to 2.0 m depth, conducting all necessary laboratory tests as per IRC provision, showing bore log locations, their RL of GL, for all type of classification and determination of soil parameters, including submission of report in three copies covering investigation data and recommendation for SBC & providing all parameters as per IRC considering the design criteria, all as per specification , as and where required and as per instruction of engineer in charge.
4	Excavation for foundation in sand, gravel, clay soft soils and murrum etc* including shoring, strutting dewatering as necessary and disposing of the excavated stuff as directed.(A) Depth upto 3.0 M. and lead upto 100m for 10 Cum.
5	Excavation for foundation in sand, gravel, clay soft soils and murrum etc* including shoring, strutting dewatering as necessary and disposing of the excavated stuff as directed,(B) Depth from 3.0 to 6.0 M.and lead upto 100m for 10 Cum
6	Excavation for foundation in sand, gravel, clay soft soils and murrum etc. including shoring, strutting dewatering as necessary and disposing of the excavated stuff as directed.(C) Depth from 6.0M. to 9.0M. and lead upto 100mm considering for
7	Providing and casting in situ Ordinary cement concrete M-150 for R.C.C. Raft and cut-off walls including necessary shuttering laying, vibrating, ramming and curing complete
8	Providing and casting in situ Ordinary cement concrete M-150 for canal lining including necessary shuttering laying, vibrating, ramming and curing complete
9	Providing and Casting in situ controlled Cement Concrete M-35 for R.C.C. Raft and cutt-off walls including necessary shuttering laying, vibrating, ramming and curing complete.
10	Providing and laying in position FE 550D TMT bar reinforcement including providing fusion bonded epoxy coating not less than 175 micron thickness and up to 300 micron to reinforcement bar as per IS 13620 1993/ASTM-775 M including testing of coating at plant and and all taxes and transporting to the site from factory , cutting, bending, hooking and tying complete as per detailed drawings for the following.
11	Providing and casting in-situ controlled cement concrete M-35 for R.C.C. return as per drawings including centering shuttering, scaffolding where necessary, laying vibrating, curing and finishing complete. (A) Height from 0.0 to 5.0 M. (1) Piers (2) Abutment (3) RCC return



12	Providing and casting in situ controlled cement concrete M-35 for R.C.C. work in pier cap, abutment cap and dirt wall including controlled cement concrete M-30 bed blocks or pedestals of required size below bearings as per detailed drawings, centering, shuttering, scaffolding, wherever necessary, laying vibrating, curing and finishing complete.
13	Providing and laying in position FE 550D TMT bar reinforcement including providing fusion bonded epoxy coating not less than 175 micron thickness and up to 300 micron to reinforcement bar as per IS 13620 1993/ASTM-775 M including testing of coating at plant and all taxes and transporting to the site from factory, cutting, bending, hooking and tying complete as per detailed drawings for the following. (A) Piers (B) Abutments (C) R.C.C. Returns (A) Abutment cap & Dirt wall. (B) Pier Cap.
14	Providing and casting in situ controlled cement concrete M-35 for R.C.C. solid slab including centering, scaffolding, curing and finishing complete.
15	Providing and laying in position FE 550D TMT bar reinforcement including providing fusion bonded epoxy coating not less than 175 micron thickness and up to 300 micron to reinforcement bar as per IS 13620 1993/ASTM-775 M including testing of coating at plant and all taxes and transporting to the site from factory, cutting, bending, hooking and tying complete as per detailed drawings for the following. (A) Solid Slab.
16	Providing and filling in position Premoulded Asphalt joint filler Board 20mm size as directed by Engineer in charge.
17	Providing and Laying in Tar Paper Below solid Slab from approved manufacturer only as per drawing.
18	Providing and casting in-situ controlled cement concrete of M40 grade for RCC Crash barrier with 20mm down coarse aggregate of the required size including formwork, placing in position, consolidating with mechanical vibrators, curing, finishing, etc. complete.
19	Providing and Fixing 40mm dia pipe railing 450mm height including 2 coats of painting to steel works complete.
20	Providing and laying in position FE 550D TMT bar reinforcement including providing fusion bonded epoxy coating not less than 175-micron thickness and up to 300 micron to reinforcement bar as per IS 13620 1993/ASTM-775 M including testing of coating at plant and all taxes and transporting to the site from factory, cutting, bending, hooking and tying complete as per detailed drawings for the following. RCC Crash Barrier.
21	Providing and laying of a strip seal expansion joint catering to maximum horizontal movement upto 70 mm, complete as per approved drawings and standard specifications to be installed by the manufacturer/supplier or their authorised representative ensuring compliance to the manufacturer's instructions for installation.
22	Providing and filling sand behind abutments and between returns & retaining wall in layers as directed.
23	Providing and laying filter media 600mm thick as directed at the back of abutments, returns walls, retaining wall, etc as per technical specifications.
24	Providing Weep holes in RCC abutment and returns by using A.C.pipe of 100 mm including laying in proper grade and jointing the complete as per detail specification.
25	Providing and casting in situ controlled cement concrete M-150 for approach slab including formwork curing and finishing complete.
26	Providing and casting in situ controlled cement concrete M-30 for approach slab including formwork curing and finishing complete.
27	Providing and laying in position FE 550D TMT bar reinforcement including providing fusion bonded epoxy coating not less than 175 micron thickness and up to 300 micron to reinforcement bar as per IS 13620 1993/ASTM-775 M including testing of coating at plant and all taxes and transporting to the site from factory, cutting, bending, hooking and tying complete as per detailed drawings for the following. (A) R.C.C. Approach slab.
28	Providing PVC 100mm diameter water spouts including necessary grating as per drawings



29	Carrying out load test of super structure as directed including all necessary materials plant equipment, instruments, labour and arrangements for test directed.
30	Providing flood gauge marks on substructure as per design including painting complete.
31	Numbering the C.D, work with approved paint including all materials for painting etc. complete.
32	Providing and fixing premoulded compressible filler board in black colour confirming to MoRT&H Specifications (Clause 1015), having minimum density 95kg/cum. nonstaining with less than 1% water absorption & compression recovery of 93% minimum as per specification for 20 mm wide expansion joint including cutting to required size and shape at all levels etc. complete as directed.
33	Structural steel work (Confirming to IS 4923-1997) riveted, bolted or welded in builtup for all type sections, in framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete as per the structural designs and directions of Engineer in charge.
34	Sealing of cracks/porous concrete by injectionprocess through nipples/Grouting complete as per Technical Specification.
35	Excavation for RCC Retaining wall foundations in sand, gravel, clay, soft soils,murum, hard murum, boulders, very stiff or sticky clays, etc. including shoring, strutting and dewatering as necessary and depositing of the excavated stuff as directed for all lead, back filling the excavated pit by approved excavated material etc. complete as per specification. Depth upto 3.0 M. and lead upto 100m for 10 Cum
36	Excavation for RCC Retaining wall foundations in sand, gravel, clay, soft soils, murum, hard murum, boulders, very stiff or sticky clays, etc. including shoring, strutting and dewatering as necessary and depositing of the excavated stuff as directed for all lead, back filling the excavated pit by approved excavated material etc. complete as per specification. Depth from 3.0 to 6.0 M. and lead upto 100m for 10 Cum
37	Providing and casting in situ Ordinary cement concrete M-150 for R.C.C. Raft and cut-off walls including necessary shuttering laying, vibrating, ramming and curing complete
38	Providing and casting in-situ controlled cement concrete of M30 grade for RCC work for foundation of RCC Retaining wall with 20mm down coarse aggregate of the required size for any depth including dewatering, scaffolding / centering, shuttering, mixing, placing in position, consolidating with mechanical vibrators, curing, deshuttering carefully, making good the damages, fixing embedment, inserts, pockets, wherever necessary as per specification and drawing.
39	Providing and casting in-situ controlled cement concrete of M30 grade for RCC Retaining wall with 20mm down coarse aggregate of the required size for heights mentioned below including, centring, shuttering, scaffolding wherever necessary,laying, placing in position, consolidating with mechanical vibrators, curing, finishing, deshuttering carefully, making good the damages, fixing embedment, inserts, pockets, wherever necessary as directed and as per drawing with F3 type exposed concrete finish and form mark as directed by Engineer-in-charge, etc. complete as per specification. Height upto 5m.
40	Providing and laying in position FE 550D TMT bar reinforcement including cutting, bending, hooking and tying complete as per detailed drawings for the following.(A) RCC Retaining Wall
41	Providing and laying filter media 600mm thick as directed at the back of abutments, returns walls, retaining wall, etc as per technical specifications
42	Providing Weep holes in RCC abutment and returns by using A.C. pipe of 100 mm including laying in proper grade and jointing the complete as per detail specification.



43	Providing and filling sand behind abutments and between returns & retaining wall in layers as directed.
44	Providing and fixing post and pipe railing as per detailed drawing including 3 coats of painting to steel works complete
45	Clearing and grubbing road land including uprooting rank vegetation grass bushes, shrubs, sapling and trees girth up to 300 mm removal of stumps of trees cut earlier and disposal of unserviceable materials (C) By mechanical means in area of light jungle
46	Scarifying graveled macadam or bitumen macadam surface 6.00 cm to 10.00 cm. depth including stacking useful materials on road side and disposing off remaining stuff.
47	Excavation for roadwork in soil with hydraulic excavator of 0.9 cum bucket capacity including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross-sections, and transporting to the embankment location with a lift upto 1.5 m and lead upto 1000 m as per MoRTH (5th Revision) Specification Clause 301.
48	Earthwork for embankment including breaking clods, dressing with all lead and lift and including watering rolling and consolidation of subgrade in layers at O.M.C. to required dry density including filling the depression which occur during the process using power roller 8T to 10T.(E) From Borrow area within 3.0KM. lead
49	Providing and laying Granular Sub Base (drainage layer) conforming to grading V of Table 400-1 of each layer not exceeding 200mm thickness and compacted thickness as per design & drawing with specified graded stone metal and sand mixed in pugmill and laid with mechanical means spreading with motor grader and compacting with vibratory roller having minimum 80- 100 kN static weight to achieve desired density of 98% of MDD including all materials, labour, machinery, tests required to be carried out with all leads and lifts etc., complete as per details in tender specification & as directed by engineer in charge.
50	Providing and laying Wet Mix Macadam with paver finisher in specified thickness, each layer not exceeding 200 mm compacted thickness including premixing in WMM plant with well graded crushed stone aggregate, with watering and spreading by mechanical means to required profile and compacting by vibratory roller of minimum 80-100 kN static weight to achieve desired density of 98% of MDD including all material, labour, machinery, test with all leads and lifts etc.,complete as per details in tender specification & as directed by engineer in charge.
51	Supplying and applying Slow Setting-1 (SS-I) bitumen emulsion confirming to IS 8887, for application of prime coat over Wet Mix Macadam at the rate of 0.85 kg per Sq. Meter area, including all materials, labour, machinery, test with all leads and lifts etc., complete as per details in tender specification & as directed by engineer in charge.
52	Providing and laying DENSE GRADED BITUMINOUS MACADAM (DBM) as per gradation and bitumen for mixing shall be as arrived from mix design, provided in no case it shall be less than 4.5% for Grade II by wt. of total mix as binder by batch mix type hotmix plant and laying by sensor paver finisher including consolidation by rollers as specified including providing and operating plant, sensor paver and machinery, cost of fuel, oil lubricant and labour charges, tests required to be carriedout including cost of aggregate and filler (if found required as per mix design)etc complete (But including cost of providing bitumen)
52a	Carting and conveying of bitumen from refinery / any depot of oil companies to Surat including loading & unloading in suitable tanks/drums etc. Complete (without octroi charge applicable from time to time). (1) From Koyali and Savli refinery (baroda)



53	Supplying and applying Rapid Setting-1 (RS-I) bitumen emulsion confirming to IS 8887, for application of Tack coat before application of binder course at the rate of 0.27 kg. per Sq. Meter area, including all materials, labour, machinery, tests required to be carried out with all leads and lifts etc., complete as per details in tender specification & as directed by engineer in charge.
54	Providing and laying 25mm to 50mm thick compacted BITUMINOUS CONCRETE (BC) using aggregates as per gradation and percentage of bitumen for mixing shall be as arrived from mix design, provided in no case bitumen percentage shall be less than 5.4% for Grade II by Wt. of total mix as binder by batch mix type hot mix plant and laying by sensor paver finisher including consolidation by rollers as specified including providing and operating plant, sensor paver and machinery, cost of fuel, oil, lubricant and labour charges, tests required to be carried out including cost of aggregate and filler (if found required as per mix design) etc. complete (including cost of providing bitumen)
54a	Carting and conveying of bitumen from refinery / any depot of oil companies to Surat including loading & unloading in suitable tanks/drums etc. Complete (without octroi charge applicable from time to time). (1) From Koyali and Savli refinery (baroda)
55	Supplying, stacking, spreading, rolling and watering hard murrum as directed for side shoulder as directed with all lead & lift.
56	Road marking with hot applied thermoplastic paints with reflectorising glass beads on bitumin surface providing and laying a hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250gms per sqm area, thickness of 2.5mm is excluding of surface applied glass beds as per IRC:35-2015. The finished surface to be level, uniform and free from streaks and holes, zebra patta /bump patta lane/center line/ edge line/cut patta. The white color marking should provide luminance coefficient on cement road shall be min 130 mcd/m ² /lux and Asphalt road shall be min 100 mcd/m ² /lux during the service life during the day time. The marking should meet the performance criteria for night time reflectivity, wet reflectivity and skid resistance as mentioned in the section-15 of IRC 35- 2015, Warranty for the Retro reflectivity should be two years.
57	Cat Eye / Road Stud / RPM: Supplying of Molded Twin Shanks Raised Pavement Markers made of polycarbonate and ABS moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 13635 kgs, tested in accordance to ASTM D 4280 Type H and complying to Specifications of Category A of MORTH Circular No RW/NH/33023/10-97 DO III Dt 11.06, 1997. The height, width and length shall not exceed 20 mm, 130 mm and 130 mm and with minimum reflective area of 13 Sqcm on each side and the slope to the base shall be 35 +/- 5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 mm and height not less than 30 +/- 2 mm) from the body is to be a minimum value of 500 Kgf. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturers recommendation and The color of the marker should be as per the IRC 35-2015 and as directed by Engineer-in-charge.
58	Providing and fixing of 4 mm thk ACP Takti or SS Takti with minimum Size of 4' x 3' on RCC/Decorative pylons or directed by client along with Water Proof Mandap of minimum Size 100'x100', 75 Nos of VIP Chairs, 15 Nos of VIP Sofa including necessary electric fixtures like fan, cooler, lighting arrangement, D.G Sets etc as per site requirement and required to make it functional or as directed by Engineer In charge for Functions of Khat Muhurt and Lokarpan Vidhi/Vidhies of above work.



59	Type - A, "W" : Metal Beam Crash Barrier (Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2 m centre to centre, 1.8 m high, 1.1 m below ground/road level, all steel parts and fitments to be galvanised by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per clause 811)
60	Hazard Marker Sign: -Providing and fixing sign boards made out of 2.0 mm aluminium sheet / 4 mm ACP (Aluminum composite Panel); size 90x30 cms. rectangular as per design of IRC-67-2012. Pretreated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint; reflectorised with High Intensity Prismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T. Specifications; 1.8mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35 x 35 x 3mm; painted with bestquality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC blockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc. complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3-year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting
61	STOP Sign :-Providing and fixing sign boards made out of 2mm aluminium sheet / 4mm ACP (Aluminum composite Panel); size 90 cms. Octagonal as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T.Specifications; 3.6mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35 x 35 x 3mm; painted with bestquality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC blockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc.complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting.
62	Cautionary Warning Sign :-Providing and fixing sign boards made out of 2mm aluminium sheet / 4mm ACP (Aluminum composite Panel); size 90 x 90 x 90 cms. equilateral triangle as per design of IRC-67-2012. Pre treated with phosphating process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T.Specifications; 3.6mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35 x 35 x 3mm; painted with bestquality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC blockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc.complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class- B Type 4 Retro Reflective sheeting



63	Regulatory / Mandatory Sign :-Providing and fixing sign boards made out of 2mm aluminium sheet / 4mm ACP (Aluminum composite Panel); size 60 cms. Dia Circle as per design of IRC-67-2012. Pre treated with phospheting process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T.Specifications; 3.6mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35 x 35 x 3mm; painted with bestquality epoxy coatings in black and white bends. The details of symbol for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC blockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc.complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (B) Class-B Type-4 Retro Reflective sheeting.
64	Chevron sign :-Providing and fixing sign boards made out of 1.5mm aluminium sheet / 3mm ACP (Aluminum composite Panel); size 60x50cm rectangular as per design of IRC-67-2012. Pre treated with phospheting process & acid etching; coated with one coat of epoxy primer and two coats of best quality epoxy paint ; reflectorised with High Intensity Prismatic Grade retro reflectivesheeting of Type-4 as per ASTM D-4956 and latest M.O.S.T.Specifications; 3.3 mtr long stand post of Iron Angle 75 x 75 x 6mm / 65NB Circular MS Pipe as required and frame fabricated from suitable size iron angle of 35x35x3mm; painted with bestquality epoxy coatings in black and white bends. the details of symbol or inscription / numerals for each board shall be as per the instruction of engineer in charge. The fixing at site shall be in 1:2:4 CC blockof size 45 x 45 x 60 Cms. for each leg including excavation, curing etc.complete under the supervision of engineer in charge. A warranty for 7 years for the Retro reflective sheeting from original manufacturer & a certified copy of 3 year outdoor exposure test report from third party test lab for the product offered shall be submitted by contractor. (A) Class-B Type-4 Retro Reflective sheeting
65	Dismantling the existing structure including removing and stacking the dismantelled materials as and where directed, (A) R.C.C. work
66	Dismantling steel work including distempering and stacking the materials with all lead and lift.
67	Dismantling the C.C. lining including including disposing off the dismantelled materials as directed etc. complete 150mm Thick
	<ul style="list-style-type: none"> Contractor has to submit a proper methodology for the construction of foundations, substructures, and superstructure etc. with properly designed centering etc. and get the same approved from the Engineer. Construction of bridge including substructure in piers, abutments, pier caps, and retaining walls for approaches, superstructure, pier protection, wearing coat, earthwork & crust in approaches, painting, road marking and road furniture, drainage etc. as specified in tender drawings and as per approved design and drawings. Contractor will have to submit detailed programme of work indicating each activity, and its mile stone dates every 15th day-to-day monitor progress of work and to sort out bottlenecks for lapses etc. The monthly progress report giving comparison with submitted Bar chart, supporting photographs with title, and video with commentary shall be submitted with each Monthly progress report.
	<ul style="list-style-type: none"> Work shall be executed according to General Conditions of Contract as per technical bid Volume-II and III (Price-bid). Attached GAD is only for general guidance and it may vary as per actual site condition and actual structural design.



	<ul style="list-style-type: none"> Any other item of work not specifically provided in the contract but which is necessary being contingent in complying with the provisions of the contract.
	<ul style="list-style-type: none"> The Bridge shall be executed and maintained by contractor till execution period and defect liability period. All safety, security, storage of material as per MOST, Field laboratory, records and their safe storage etc. will be contractor's responsibility. Noting Extra will be paid on this account.
	<ul style="list-style-type: none"> Diversion shall be proper, safe and with all roads marking sign board if required guard shall be provided along with above all to guide the traffic. Noting Extra will be paid on this account.
	<ul style="list-style-type: none"> CLIENT will not entertain any claim in regards to inaccuracy of data provided for bid purpose. Data given is only for Reference.
	<ul style="list-style-type: none"> Contractor will also have to quarterly submit the Progress report with Photographs and videography, from the commencement of the work till completion of work. Contractor has to submit the Videography with commentary & Photograph with title in 2 set with each Running Bill. (All Photography shall be with title of component & Date, and Videography shall be with Commentary.)
	<ul style="list-style-type: none"> Laboratory and Testing Equipment shall be provided at plant location. The Plant shall be kept under CCTV Surveillance. Designated SMC officials will be provided remote access. The entire recording will have backup. The site shall be kept under CCTV Surveillance. Cameras as per requirement shall be fixed at predefined strategic locations. The necessary recording will be provided if required. Contractor shall have to provide High Resolution camera 3 Nos. at Plant & 6 Nos. at Site with computer system, 4TB NAS System in data logging, DVR, associated cabling with required connectivity and modems and any other item not included above but required shall be provided along with 1 hour power backup as Approved by SMC/PMC.
	<ul style="list-style-type: none"> Responsibility of contractor under Construction and Demolition Waste (C & D Waste) rules 2016: Contractor shall remove all Construction and Demolition Waste (C& D Waste) and clean the area every day, or depending upon (1) The type & schedule of the work, (2) The quantity and type of waste generated, appropriate storage and collection facility shall be developed at site. Reasonable time frame shall be worked out in consultation with engineer in charge of the project, for storage & usage of C & D Waste. If it's found that contractor is irregular and showing negligence to management of C & D Waste, then if deem fit, Engineer in charge would arrange to dispose the said C & D Waste through an Authorized C & D Waste Contractor / agency of Surat Municipal Corporation and All the expenditure made towards disposal of this C & D Waste shall be recovered from the contractor as per the prevailing charges. Contractor shall have to bear the expenses towards management of C & D waste as per the prevailing norms; no extra payment shall be entertained for the same. Contractor shall keep record of the generation and disposal of Construction and Demolition waste (C& D Waste) and proof of its disposal as per the provision of C & D waste rules and he has to submit along with running bills. If contractor fails to upkeep and maintain records of C & D waste generation –Disposal records etc., than it shall be calculated as per the provision of the Standing Committee Resolution no 1621/2016, Dt: 01/10/2016 and charges shall be recovered from due of contractor with Surat Municipal Corporation. Contractor shall also ensure use of recycled products made from SMC authorized C&D Waste agency as far as possible to promote the C&D waste management project. <p>The Dismantled material shall be sorted as of serviceable & unserviceable material all the serviceable material except earth / soil / Rubble shall be deposited at C &D Waste</p>



	<p>plant of SMC as directed by engineer in charge the earth/ soil/ rubble will be the property of contractor and they shall carry that material way from the work site.</p> <p>The dismantled materials shall be sorted as serviceable, and unserviceable material. all serviceable material except earth / soil/ rubble shall be deposited at C & D waste plant of smc as directed engineer in charge. the earth / soil / Rubble will be property of contractor and they shall carry that material away form the work site some of them but not limited to will be as below.</p> <p>a) Dismantling bricks / stone masonry, PCC Kerb median.</p> <p>b) Dismantling of Concrete Structures.</p> <p>c) Scarifying existing Approaches flexible pavement.</p> <p>d) Dismantling of Any type of Paving: (Taking out existing CC interlocking paver blocks /Chequered Tiles, Kerb including removal of rubbish etc. Disposal of unserviceable material and stacking of Paver block at CLIENT store as per direction of Engineer in Charge.</p> <p>Carrying out the following Misc. works as per instruction of Engineer and as per site requirements.</p> <p>Dismantling and stacking of electric, telephone poles and cables</p>
	<ul style="list-style-type: none"> • All co-ordination with forest offices and other relevant departments shall be carried out by contractor for successful completion of getting any kind of permission./ NOC for removing /replantation of tree or other work which are obstruct during entire project duration. client will only pay various charges demanded by competent authority of forest department .(any penalty demanded by forest or other department which is on account of contractor will not paid by client it will be borne by contractor.

<p>QUALIFYING CRITERIA OF APPLICANT:</p>	<p>The Applicant shall provide evidence that their firm has been actively engaged in the civil works construction of Fly Over Bridge/ Railway Over Bridge / River Bridge for road or for railways or Bridge on river / creek during the last 7 years in the role of Contractor (Main Contractor)</p> <p>Particular Construction Experience</p> <p>The applicant shall provide evidence that he has successfully completed or substantially completed similar works within the last seven years completing on 31/05/2026. The works may have been executed by the Applicant as Main contractor. Substantially completed works means those works that are at least 90% completed as on 31/05/2026 and continuing satisfactorily on the date of application. For this, the Certificate from the employer shall be submitted along with the application incorporating clearly the Contract value-billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information. The works completed / substantially completed during the current financial year will also be considered for counting the particular construction experience.</p> <p>Post qualification will be based on Applicants satisfying all the following minimum criteria regarding their particular experience, financial position, personnel and equipment capabilities and other relevant information as demonstrated by applicant's responses in the forms attached. The applicant to note specifically that all information given including those in the form of various formats must be supported by certificates from respective issuing authorities:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31/03/2026 of the previous financial year, should be at least 30% of the</p>
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	<p>estimated cost (i.e. 30% of Rs. 4.44 Crore = 1.33 Cr)</p> <p>AND</p> <p>b) Experience of having successfully completed similar works during last 7 years ending 31/05/2026 should be either of the following:</p> <p>1. Three similar completed works costing not less than the amount equal to 40% of the estimated cost (i.e. 40% of Rs. 4.44 Crore) = Rs. 1.77 Crore.)</p> <p>OR</p> <p>2. Two similar completed works costing not less than the amount equal to 50% of the estimated cost (i.e. 50% of Rs. 4.44 Crore) = Rs. 2.22 Crore.)</p> <p>OR</p> <p>3. One similar completed works costing not less than the amount equal to 80% of the estimated cost (i.e. 80% of Rs. 4.44 Crore) = Rs. 3.55 Crore)</p> <p>AND</p> <p>C) The Contractors / Companies should have registration of “A” Class & Special Category –II (Bridge) issued by any Central / State Government or Equivalent.</p> <p>AND</p> <p>D) The Contractors / Companies should have solvency certificate of Nationalized OR Schedule Bank amounting to 20% of the estimated cost (i.e. 20% of Rs. 4.44 Crore = Rs. 0.88 Crore.)</p> <p>Similar work shall mean Construction of Fly over Bridge / Railway over bridge / Bridge on River / Major Creek bridge, in which they have successfully carried out the execution like Pile foundation/ Well foundation, Precast PSC Girder/ Cast in situ reinforced and PSC Girder type super structure.</p> <p>In case of large projects, executed on “package” basis, which includes road as well as bridges, a separate detail of bridge/underpass work shall be given for the evaluation, in short, any Package chain of projects as a whole shall not be considered while evaluation.</p> <p>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 date i.e., 31/05/2026 then those work(s) will also be taken into consideration while evaluation.</p> <p>Following enhancement factors will be used for the cost of works executed and the financial figures to a common base for the value of the works completed in India.</p>
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Year before	Multiplying factor
Base (2026-27)	1.00
One (2025-26)	1.10
Two (2024-25)	1.21
Three (2023-24)	1.33
Four (2022-23)	1.46
Five (2021-22)	1.61
Six (2020-21)	1.77
Seven (2019-20)	1.95

Applicant should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above-mentioned factors.

4A. Average Annual financial turnover during the last 3 years:

- 1) Average Annual financial turnover during the last 3 years, ending 31/03/2026 of the previous financial year
- 2) Attested copies of balance sheet with adequate document/proof shall be attached.
- 3) The details shall be furnished in prescribed Statement-E :

4B. No. of Bridge works completed as per following
(The details shall be furnishing in prescribed statement A):

- 1). Note: Nos. of bridge works with its amount completed during last 7 years ending **01/06/2019 to 31/05/2026**
Statement- A (for eligibility)
 - (i) Rs. 1.77 Crore or more
 - (ii) Rs. 2.22 Crore or more
 - (iii) Rs. 3.55 Crore or more
- 2). Attested copies of completion certificates for each completed from the client mentioned shall have to be attached.
- 3). The details shall be furnished in prescribed statement - A & B.

4C. Valid registration from Central Government or State Government or Surat Municipal Corporation for Class “A” & Special Category –II (Bridge) Issued by any Central/State Government or Equivalent.

- 1). Valid Registration from Central Government or State Government or Surat Municipal Corporation. (YES / NO and VALID UP TO). Class “A” & Special Category –II (Bridge) Issued by any Central/State Government or Equivalent.
- 2). Attested copies of same certificates for shall have to be attached.



	4D. Solvency Certificate of Nationalized OR scheduled bank for Rs. 0.88 Crore. Solvency Certificate of Nationalized OR scheduled Bank for current year of Rs. 0.88 Crore Attested copies of same certificates shall have to be attached.																	
Water Charges	CLIENT shall not provide any water for the construction or any other purpose for the said works. The contractor shall have to make his own arrangements for supply of water, preferably by own bore well. However, in any case, the quality of water shall meet with the standard requirements. The contractor shall inform client about water arrangements made by him within 60 days from date of work order or before starting of concrete work at site whichever is earlier with necessary testing reports																	
Project Mile Stones	<table><tr><th>Mile Stone No.</th><th>Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit</th><th>Financial Target (% of contract value)</th></tr><tr><td>I</td><td>25%</td><td>10%</td></tr><tr><td>II</td><td>50%</td><td>40%</td></tr><tr><td>III</td><td>75%</td><td>70%</td></tr><tr><td>IV</td><td>100%</td><td>100%</td></tr></table>			Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit	Financial Target (% of contract value)	I	25%	10%	II	50%	40%	III	75%	70%	IV	100%	100%
Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit	Financial Target (% of contract value)																
I	25%	10%																
II	50%	40%																
III	75%	70%																
IV	100%	100%																
Liquidated Damages	0.2% of Value of Remaining Amount of work per day subject to a Maximum of 10% of Total Contract Value. Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate Milestones (I, II, III). The Liquidated damages shall be released without interest or charges if contractor achieves Milestone IV in approved time limit.																	
Bid Language	English																	
Country	INDIA																	
Currency	India Rupees (INR)																	
Design Criteria	The General Arrangement Drawing shows the proposed span arrangement, Proposed Width of the Bridge, Hydraulic Details, Road Levels /Soffit Levels of the Bridge and Approaches, Length of Bridge and Approaches, Grades of Concrete etc. No change will be allowed in the same unless required as per Site conditions and approved by Surat Municipal Corporation as well as Designs Circle, Roads and Buildings Department of Govt. of Gujarat.																	
Design Codes Applicable	All Latest codes and special publications, published by Indian Roads Congress (IRC), Bureau of Indian Standards (BIS), and Indian Railway Standard (IRS) shall be applicable.																	
Design Considerations	The detailed design shall be as per IRC-6, IRC-112, IRC-78 , IRC-22, IRC-24, IRC-83, and all other relevant applicable IRC codes , IRS codes , IS codes, MOST specification, IRC special publications , taking all required, and future provisions in to account and with worst combinations of loads.																	



Design Limitations	<p>The contractor will have to execute the project as per scope of work. Over and above scope of work, they shall take the following design aspects into consideration while quoting the works:</p>	
	<p>(a) The Finished Road Level (FRL) of bridge, soffit level of the superstructure, and span arrangement at obligatory spans shown in the enclosed General Arrangement Drawing provided with the tender cannot be changed. It may please be noted that, The finished Road level, and finished level of end of proposed approach shall match, and finished with proper grade and valley curve.</p> <p>(b) The length of bridge and approach shown in the General arrangement Drawing cannot be changed or otherwise it shall be presented to client with proper comparison, and then it shall be approved by Design Circle R&B, Govt. of Gujarat or SVNIT, Surat.</p> <p>(c) The shape of Pier & Pier cap should be having good aesthetic shape and that is subject to approval from CLIENT and Designs Circle R&B, Govt. of Gujarat.</p> <p>(d) The horizontal as well as the vertical/longitudinal grades shall not be steeper than that shown on the Departments General Arrangement Drawing provided with tender.</p> <p>(e) The overall arrangement of the bridge and ramps and requirements of carriageway and road particulars shall be as indicated in the G.A.D.</p> <p>(f) Span arrangement shall be as per GAD. If due to traffic requirement, it is required to change any span that may be allowed after written permission of CLIENT and approved by R & B, design circle or or SVNIT, Surat.</p> <p>(g) Drawing/ Design Proposal duly approved as explained earlier shall be submitted by Contractor to Client within time frame. The Execution shall be as decided by Engineer in charge.</p>	
Criteria for selection of Design Consultants	<p>Design of each and every component of the bridge as well as approaches will be carried by the contractor through a Design consultant of repute (only consultants empaneled/approved by the Ministry of Road Transport and Highways, Govt of India under relevant category OR consultants empaneled/approved by Design Circle, R&B, Govt of Gujarat OR consultants empaneled/approved by Surat Municipal Corporation.) shall be appointed and their details shall be submitted to CLIENT. The proof checking consultant appointed by contractor shall also be of repute, and have qualification as explain above.</p> <p>Both the consultants should have actively participated in design of Bridge and with successful execution of the same bridge as per design prepared by consultant</p>	
Star Rates	Cement	Rs. 5,200/-per MT (Without GST)
	Reinforcement Steel TMT Fe500D	Rs. 52,000/-per MT (Without GST)
	Asphalt / VG 30 Bitumen	Rs. 76,530/-per MT (Without GST)



Insurance	<p>The contractor shall take "all contract risk insurance policy" for the estimated cost of the bridge viz. "Rs. 4.44 Crore"(Excluding GST) Workmen compensation policy" for all workers and labours of contractor and client 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 client and the policy shall be deposited with the client.</p> <p>The Contractor All Risk (CAR) policy with third party insurance shall be submitted for (1) Construction period (2) Defect liability period.</p>
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SECTION -III QUALIFICATION INFORMATION

- 1 **Copies of original documents defining the Constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder.**
- 2 Technical qualifications and experience of the proprietor or partners and leading technical employees in the firm (Statement-C)
 - (a) Name:
 - (b) Qualification:
 - (c) Status:
 - (d) Experience in years:
 - (e) From which date appointed in this firm, in case of employee:
 - (f) Date of joining the firm:
- 3 Whether the applicant maintains an office capable of preparing bills (Give address):
- 4 Details of workshop, machines tools and plant held by the Applicant, as prescribed in Statement-D precise number / quantum of equipment has to be mentioned.
- 4A No. Of Bridge works completed in last 7 years. Statement - A.
- 4B No. of Bridge works on hand which include original construction work of bridges.
Details shall be furnished in prescribed Statement – B.
N.B. attested copies of work order from the client shall be attached for each of the work mentioned.
- 5 Whether enlisted in any other dept./ organization if so, which class showing amount qualified to tender:
- 6 Total Turnover of the firm per year with adequate documents for last 3 years
(The details shall be furnished in prescribed Statement -E)
 - (i) Rs. _____
 - (ii) Rs. _____
 - (iii) Rs. _____
- 7 Balance sheets with profit and loss statement for the last **three** financial years duly certified by Chartered Accountant along with auditor's report. N.B. attested copies shall be attached.
- 8 Has the applicant or his partners or shareholders been black listed in the past by any Government department of any other body:
- 9 Details of work if any abandoned by the Contractor :



- 10 Name of the Bank of which solvency certificate attached for a sum of **Rs 0.88 Crore.**
- 11 Date of submission of application:
- 12 Details about Tender Fee of **Rs. 6,000/- +18% GST= Rs 7,080** as application fee (Non-refundable):
- 13 Amount in arrears if to be paid to Government as per the demand from any Government Department or Corporation:
14. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute (As per Form -1 & 3]

DECLARATION

- 15 1. I / We hereby certify that I / We am/are not partner(s) in the firm(s) blacklisted or connected with firm blacklisted in any State, C.P.W.D., M.E.S., or Railways or any Corporation:
2. At present I/We am/are partner(s) in the following firms which is/are registered as approved contractor(s), firm(s) in any State, C.P.W.D., M.E.S., or Railways:
3. We, the partners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities over and above the business of this firm and make good the above financial loss sustained by the Surat Municipal Corporation as a result of our abandoning the works entrusted to us i.e. this firm:

(Partnership firm, all partners

are required to sign)

Place:

Date:

Signatory's Name

**Executive Engineer (Bridge Department)
Surat Municipal Corporation**



SURAT MUNICIPAL CORPORATION

STATEMENT - A

Refer to Item No. 4A

Statement showing the bridge works completed in the last seven years, i.e. for a period starting from 01/06/2019 and ending on 31/05/2026

Sr. No.	Name of Department / Client	Name of work	Type of Foundation	Type of Super Structure	Built up area in Sq. mts.	Estimated Cost of work put to tender	Tendered amount	Date of award of contract	Target date of completion of work as per contract and Date of completion		Actual Amount of work completed	Time limit in year and months		Percentage rate & amount of penalty	Reasons for delay in work if any	Completion Certificates given by issuing Authority (Name & Contact No.)	Remarks
									Target Date	Completion Date		Original Y M	Extended Y M				
1	2	3	4	5	6	7	8	9	10a	10b	11	12a	12b	13	14	15	16
Up to Rs. 1.77 Crore																	
More than Rs. 1.77 Crore up to Rs. 2.22 Crore																	
More than Rs. 2.22 Crore up to Rs. 3.55 Crore																	
Rs. 3.55 Crore OR More																	

Note: - (1) Attested Copies of Completion Certificates from issuing Authority have to be attached.

Signature of the Contractor with full address



SURAT MUNICIPAL CORPORATION
STATEMENT - B
Refer to Item No.4B

Statement showing No. of Bridge works on hand

Sr. No.	Name of Department/ Client	Name of work	Type of Foundation	Type of Super Structure	Tendered amount	Date of award of contract	Target date of completion of work as per	Actual Amount of work done till date 31/05/2026	Time limit in year and months	Certificates given by issuing Authority showing % of work completed	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Note : - (1) Attested Copies of Work Order from issuing authority have to be attached.

Signature of the Contractor with full address



SURAT MUNICIPAL CORPORATION

STATEMENT - C

(Refer to Item No. 2)

List of Main **Technical Staff** Employed by the firm on Date

Sr. No.	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
(i) Project Engineers / Supervisors (Planning Engineer, Plant Engineer, Site Engineer, Quantity Surveyor, having Experience more than 10 years)					
(ii) Experts from other discipline viz. (Soil & Material Engineer, Survey Engineer, Landscaping Expert, having Experience more than 10 years)					
(iii) Project Manager (with Bridges / Flyover Construction having Experience more than 10 years)					
(iv) Details of other technical Staff					

Place :

Date :

Signature of the Contractor
with full address

Note: - (1) Attested Copies of the following Certificates have to be attached.

- Enclosure : -**
- 1) Photograph**
 - 2) Educational Certificates**
 - 3) Experience Certificates**



STATEMENT - D
Refer to Item No. 4

List of Machinery and Equipment available for the Project

[Indicative List of Minimum Plant & Equipment to be Deployed for particular activities as and when required for schedule progress of works and Timely completion of the activity.]

Sr. No.	Type of Equipment	Minimum No. required	Capacity or Type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be Purchased		
1	2	3	4	5	6	7	8	9	10	11
1.	Hydraulic Rig (Piling equipment)	2								
2.	Crane (> 50 T Capacity OR as Required)	2								
3.	Hydra/Mini Crane	2								
4.	Staging & Shuttering Set (Equivalent to F3 Finish)	4								
5.	Structural steel assembling / welding / fixing on site	2								
6.	Concrete Mixers with integral Weight batching facility	2								
7.	Concrete Pumps/Boom Placer	2								
8.	Transit Mixers (Min. 6 cum cap.)	4								
9.	Tipper Trucks	15								
10.	Motor Grader	4								
11.	Dozer	2								
12.	Front end Loader	4								
13.	Smooth Wheeled Roller	4								
14.	Vibratory Roller	3								
15.	Water Tanker	4								
16.	Bitumen Sprayer	2								
17.	Tandem Roller	1								
18.	Air compressors (diesel)	2								
19.	Excavators (various sizes)	2								

**Surat Municipal Corporation
[Bridge Department]**



20.	Dewatering equipment 1. Pump (diesel/ (Electric)	2								
21.	Diesel Generators	1								
22.	In-house testing laboratory with min 3 sets of equipments	1								
23.	Steel Girder / Truss Launching Accessories	1								
24.	Total station with least count 1” , Latest level equipment set,	1								
25.	Latest computer , A3/A4 size Laser Printers	2 Set								
26.	Needle Vibrator	4								
27.	Table Vibrator	2								
28.	Bar bending Machine	2								
29.	Bar Cutting Machine	2								
30.	Drilling Machine	2								
31.	Grinding/Polishing Machines	1								

Note : - Ownership proof shall have to attach

**Signature of the Contractor with full
address**

Place :

Date :



SURAT MUNICIPAL CORPORATION
STATEMENT - E

General Construction Experience Record

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, employer and other relevant details.

A. Annual Turnover Data (From all sources)

Financial Year	Turnover
1. 2026-27	
2. 2025-26	
3. 2024-25	
4. 2023-24	
5. 2022-23	
6. 2021-22	
7. 2020-21	

B. Annual Turnover Data (From ROB and Bridge Construction alone)

Financial Year	Turnover
1. 2026-27	
2. 2025-26	
3. 2024-25	
4. 2023-24	
5. 2022-23	
6. 2021-22	
7. 2020-21	

- Note:**
1. Figures to be taken from audited balance sheets.
 2. Copies of the balance sheet to be attached.
 3. The bidder shall have to provide that for a period of at least 4 months the bidder has ability to sustain negative cash balance and how he proposes to meet with the same.
 4. Cash Plan / Cash flow Statement.

Signature of the Bidder
Name of company
Date

Name & Designation of the bidder
Rubber stamp of company



SECTION IV
POST-QUALIFICATION INFORMATION
LETTER OF TRANSMITTAL

From:

To:
THE EXECUTIVE ENGINEER
BRIDGE DEPARTMENT,
SURAT MUNICIPAL CORPORATION

SUBJECT : WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA

Ref : TENDER NOTICE (ONLINE) NO. ACE & I/C CE/BRIDGE/01/2026-27, (Work No.7)

Sir,

Having examined the details given in tender Notice and post-qualification document for the above work, I / We hereby submit the post-qualification document and other relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I / We have furnished all information and details necessary for post-qualification and have no further pertinent information to supply.
3. I / We submit the requisite certified solvency certificate and authorize the Executive Engineer (Bridge), CLIENT to approach the Bank issuing the solvency certificate and to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I /We submit the following certificates in support of our suitability, technical know-how and capability for having successfully completed the following works:

Name of work

Sign & Seal of applicant

Enclosures

Date of submission



APPLICATION FORM 1

Litigation History

Name of the Applicant:

Applicant should provide information on any history of litigation or arbitration resulting from contracts executed in past years and currently under execution

Year	Award FOR or AGAINST Applicant	Name of client, cause of litigation and matter in dispute	Disputed amount (current value)	Actual Awarded Amount	Dispute under execution	Amount in arrears if to be paid as per the demand from any Government Department or organization.

Sign & Seal of applicant



APPLICATION FORM 2

UNDERTAKING

I/We hereby undertake that our firm M/s. _____ am/are not partner(s) in the firm(s) blacklisted or connected with the firm blacklisted in any State, C.P.W.D., M.E.S., Rly. or any other corporations.

I/We the undersigned on behalf of our firm M/s. _____ hereby give an undertaking that i/we am/are jointly and severally responsible to meet all the liabilities over and above the business of the firm and make good the above financial loss sustained by the Surat Municipal Corporation as a result of my/our abandoning the work entrusted to me/us/this firm.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm

Date



APPLICATION FORM 3

Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer

1	a)	Has the Applicant or its constituent partners consistent history of litigation awarded against him.	Yes / No
	b)	If yes, give details	
2	a)	Has the Applicant or any of its constituent partners been debarred / expelled by any Agency in India, as on the date of application, except on account of reasons other than non-performance, such as rescinding of joint venture due to most experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work.	Yes / No
	b)	If yes, give details	
3	a)	Has the applicant or any of its constituent partners abandoned any contract work in India during past years	Yes / No
	b)	If yes, give details	
4	a)	Has the Applicant or any of its constituent partners been declared bankrupt till the date of application.	Yes / No
	b)	If yes, give details, including present status	
5		Has the Applicant or any of its constituent partners been debarred by any State R & B Dept. for as on the date of application.	Yes / No

Note: If any information in this schedule is found to be incorrect or concealed, post-qualification application will be summarily rejected.

Sign & Seal of applicant



UNDERTAKING

Names, Photographs and specimen Signatures of Partners, Managing Director

Photographs			
Name			
Designation			
Specimen Signature			

1. I/We agree that the decision of the Surat Municipal Corporation in post-qualification/selection of applicants/contractor, phasing of work and in any other project related matter, will be final and binding the me/us.
2. All the information and data furnished herewith and correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the post-qualification document at any state.

Signature with seal of the company



**WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0
M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE
(RANDER) AREA**

‘DECLARATION OF THE CONTRACTOR’

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions regarding all materials and labour on which I / We have based my / our rates for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials approved by the Engineer or his duly authorized representative during execution of the work and to abide by the decision.

Signature of applicant



AFFIDAVIT *

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners have abandoned any work on National Highways and Bridges in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Project implementing unit.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm

Date

- * To be given on Non-judicial stamp paper of Rs 300 duly signed by authorized notary.



STATEMENT - F (AFFIDAVIT)

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

I/We Address

Solemnly affirm and state 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 this information found to be false/ wrongful at any stage then, my/our bid/tender/Contract shall be liable to be rejected/ terminated.

SIGNATURE AND SEAL OF THE CONTRACTOR:

NAME AND ADDRESS:

DATE:

It is mandatory to submit the above Affidavit through online (by scanning) and in hard copy.



SECTION IV-TENDER DRAWINGS

Sr. No.	Title of Drawing	Drawing No.
1	General Arrangement Drawing	25122-MB-PS-GA-06
2	Plan and Profile	25122-RD-PS-AP-01



VOLUME - I - PART-2



Section V - Instructions to Bidders

1. Scope of Bid	1.1 The Employer, as defined in the Bidding Data, herein after “the Employer,” wishes to receive bids for the Construction of Works, as described in the contract herein after referred to as “the Works.”
	1.2 The successful bidder will be expected to complete the construction of the Bridge and its allied works within the period stated in the Bidding Data and contract from the date of commencement of the Works.
	1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder/tenderer”, “bid/tender”, “bidding/tendering”, etc.) are synonymous, and day means calendar day. Singular also means plural
2. Eligible Bidders	This invitation to bid is open to any bidder meeting the requirements Specified in the Bidding data. A. Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request. B. To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the documentation and information on the relevant Information Forms attached under qualification information.
	C. The proposed methodology and program of Construction, Environmental Management Plan (EMP), backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of work as per technical specifications within stipulated period of completion.
3. Qualification of the Bidder	The Bidders shall, as part of their bid: (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and (b) To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively.
4. One Bid per Bidder	A firm shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.
5. Cost of Bidding	The bidder shall bear all costs associated with the preparation and submission of its bid, including all cost necessary for site inspection and whatever investigations that may be necessary and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
6. Site Visit	The bidder will be deemed to have visited and examined the Site of



	<p>Works and balanced work and its surroundings and obtained for itself at its own risk and responsibility and liability, all information that may be Necessary for preparing the bid and entering into a contract for Construction of the Works.</p> <ul style="list-style-type: none"> • The bidder shall be submitted the site visit form which is attached in tender documents • The bidder shall get acquainted with the site conditions sufficiently in advance of the date fixed for submission of the tender and shall have satisfied himself as to the nature of work to be executed, all the existing roads and access to and from the site work and to the sites for temporary sheds, etc. required for carrying out the work. The bidder shall be deemed to have full knowledge of all the relevant documents, existing site conditions etc. whether he inspects them or not. 																																								
7. Content of Bidding Documents	<p>The Bid Document-Volume-I comprise the following sections and should be read in conjunction with Volume II and Volume III of this bid document.</p> <table border="1"> <thead> <tr> <th>Section No.</th><th>Particulars</th></tr> </thead> <tbody> <tr> <td></td><td>Volume –I – Part 1</td></tr> <tr> <td>I</td><td>Notice Inviting Tender</td></tr> <tr> <td>II</td><td>Bidding Data</td></tr> <tr> <td>III</td><td>Qualification Information</td></tr> <tr> <td>IV</td><td>Tender Drawings</td></tr> <tr> <td></td><td>Volume –I – Part 2</td></tr> <tr> <td>V</td><td>Instruction to Bidders</td></tr> <tr> <td>VI</td><td>General Instructions</td></tr> <tr> <td>VII</td><td>Conditions of Contract (Draft Agreement)</td></tr> <tr> <td></td><td>Part – I Preliminary</td></tr> <tr> <td></td><td>Part - II Scope of Project</td></tr> <tr> <td></td><td>Part – III Construction and Maintenance</td></tr> <tr> <td></td><td>Part – IV Financial Covenants</td></tr> <tr> <td></td><td>Part – V Force Majeure and Termination</td></tr> <tr> <td></td><td>Part – VI Other provisions</td></tr> <tr> <td></td><td>Part – VII Additional Terms Related to works</td></tr> <tr> <td>VIII</td><td>Forms of Security and Contract Forms</td></tr> <tr> <td>IX</td><td>Approved List of Banks</td></tr> <tr> <td></td><td>VOL-II –Technical Specifications VOL-III – Price Bid</td></tr> </tbody> </table>	Section No.	Particulars		Volume –I – Part 1	I	Notice Inviting Tender	II	Bidding Data	III	Qualification Information	IV	Tender Drawings		Volume –I – Part 2	V	Instruction to Bidders	VI	General Instructions	VII	Conditions of Contract (Draft Agreement)		Part – I Preliminary		Part - II Scope of Project		Part – III Construction and Maintenance		Part – IV Financial Covenants		Part – V Force Majeure and Termination		Part – VI Other provisions		Part – VII Additional Terms Related to works	VIII	Forms of Security and Contract Forms	IX	Approved List of Banks		VOL-II –Technical Specifications VOL-III – Price Bid
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	<p>Note:</p> <p>a) In addition to all the information as contained in the above documents requires supplementary information or clarification; it shall be duty of the Bidder to obtain this from the Employer before submission of the bid.</p> <p>b) It shall be duty of the bidder to invite attention of the Employer to any omission, mistake or ambiguity that may be noticed before submission of the bid.</p> <p>c) Any omission, mistake, ambiguity or anomaly shall if subsequently noticed, be resolved consistent with Trade practice.</p>
8. Amendment of Bidding Documents	<p>8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addenda.</p> <p>8.2 Any Addendum thus issued shall be part of the bidding documents and shall be uploaded to the website.</p> <p>8.3 To give prospective bidders reasonable time in which to take an Addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.</p>
9. Language of Bid	<p>The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.</p>
10. Documents Comprising the Bid	<p>The bid submitted by the bidder shall comprise the following: Tender Fees, Bid Security, Qualification information, and any information or other materials required to be completed and submitted by bidders in accordance with these Instructions to Bidders.</p>
11. Bid Prices	<p>11.1 The price bid for the Bridge and allied works shall be in Lump Sum offer. Payment shall be made as per the fixed percentages and units of payment given in price bid.</p> <p>11.2 All duties, taxes, Royalty, Cess and other levies payable by the Contractor under the Contract, or for any other cause, as on the deadline for submission of bids, shall be included in the total Bid Price submitted by the bidder.</p>
12. Bid Validity	<p>Bids shall remain valid for the period of 120 days from date of opening of price bid.</p>
13. Bid Security (EMD)	<p>13.1 The bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bidding Data in the currency of the Employer's country.</p> <p>13.2 Any bid not accompanied by an acceptable bid security shall be treated by the Employer as non-responsive.</p> <p>13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the original period, or any subsequently extended period of bid validity or after successful bidder enters into agreement.</p> <p>13.4 The bid security of the successful bidder will be returned when</p>



	<p>the bidder has signed the Agreement and furnished the required performance security.</p> <p>13.5 The bid security may be forfeited</p> <p>(a) If the bidder withdraws its bid before the period of its validity expires.</p> <p>in the case of a successful bidder, if he fails within the specified time limit to sign the Agreement completing all necessary formalities for the purpose including furnishing/ payment of performance security.</p>
14. Pre-Bid Meeting	<p>14.1 The bidder is requested, to submit any questions in writing or by e-mail, to reach the Employer not later than date specified in Notice Inviting Tender. It may not be practicable to answer questions received late, but Response to questions, including the text of the questions raised and the responses given, will be uploaded on the website. Any modification of the bidding documents that may become necessary as a result of the pre-bid queries shall be made by the Employer exclusively through the issue of an Addendum.</p>
15. Format and Signing of Bid	<p>15.1 The bidder shall prepare one original of the documents clearly marked “original.” In addition, the bidder shall submit one copy of the bid, clearly marked “copy.” In the event of discrepancy between them, the original shall prevail.</p> <p>15.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.</p>
16. Sealing and Marking of Bids	<p>16.1 The bidder shall seal the original and one copy of the bid in separate envelopes, duly marking the envelopes as “original” and “copy.” The envelopes shall then be sealed in an outer envelope.</p> <p>16.2 The bid shall be submitted in two sealed envelopes marked envelope No. 1 and envelope No. 2 and shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left-hand top corner “Bid for the work of “-----” and Tender Notice No. (As per Notice Inviting Tender (NIT) in Volume I)”. The full name and address of the bidder, as indicated in the Bidding Data. If submitted by post, the sealed envelope marked as above shall be enclosed in another envelope properly addressed and shall be sent by registered/speed post acknowledgment due. The date and time of receipt of bid shall strictly apply in all cases.</p> <p>16.3 <u>Envelope No. 1 shall contain the following documents:</u></p> <ul style="list-style-type: none"> • Earnest Money Deposit as mentioned in the Tender. • Tender Fees as mentioned in the tender. • Under taking (As per Tender Condition) • Declaration of the Contractor (As per Tender Condition) • Affidavits (As per Tender Conditions) • Errata, Addenda/corrigenda • Section –III –Post Qualification Information



	<ul style="list-style-type: none"> • APPLICATION FORM 1- Litigation History • APPLICATION FORM 2- UNDERTAKING • APPLICATION FORM 3 (Information Regarding Current Litigation, Debarring / Expelling of Tenderer or Abandonment of Work by Tenderer) <p>164 <u>Contents of Envelope No. 2:</u> - The second envelope clearly marked Envelope No. 2 shall contain copy of all documents of Envelop No:1.</p> <p>16.5 The bidder shall quote his offer prescribed in Volume II online only. He shall not quote his offer anywhere directly or indirectly in Envelope No. 1 and 2, otherwise bid will stand rejected.</p> <p>16.6 The inner and Outer envelopes shall</p> <ol style="list-style-type: none"> a) Be addressed to the Employer at the address provided in the Notice Inviting Tender; b) Bear the name and identification number of the Contract as defined in the Notice Inviting Tender; and c) Provide a warning not to open before the time and date for bid opening as specified in the Bidding Data. <p>16.7 In addition to the identification, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>16.8 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.</p>
17. Deadline for Submission of Bids	<p>17.1 Bids must be received by the Employer at the address specified in Notice Inviting Tender not later than the time and date stipulated in Notice Inviting Tender.</p> <p>17.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.</p>
18. Late Bids	Any bid received by the Employer after the deadline for submission of bids will be returned unopened to the bidder.
19. Modification and Withdrawal of Bids	<p>19.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.</p> <p>19.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered with the outer and inner envelopes additionally marked “modification” or “withdrawal,” as appropriate.</p>



	19.3 No bid may be modified by the bidder after the deadline for submission of bids.
20. Bid Opening	<p>20.1 The bids as received shall be opened in presence of authorized representative of the bidders who close to remain present on the date of opening.</p> <p>20.2 Envelopes marked “WITHDRAWAL” shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened. Subsequently, all envelopes marked “MODIFICATION” shall be opened and the submissions therein read out in appropriate detail.</p> <p>20.3 The outer common cover, containing Envelope No. 1 and 2, of all the bids received will be opened first and Envelope No. 1 and 2 of all the bids will be generally arranged alphabetically and will be marked with serial number accordingly.</p> <p>20.4 Envelope No. 1 and 2 of each bidder will be then opened serially. Documents in the envelope will be verified by the bid opening authority to check their validity as per requirement. If any particular document of any bid is either missing or does not meet the requirements specified, then a note to that effect will be made by the bid opening authority.</p> <p>20.5 The Employer will carry out the process of scrutiny to determine the responsiveness of documents / data submitted in Envelope No. 1 and 2.</p> <p>20.6 A suitable date and time for opening of the Price bid will be intimated to those, whose offer in Envelope No. 1 and 2 is found responsive.</p> <p>20.7 On the specified date the Price bid of the successful qualified bidder shall be opened online.</p> <p>20.8 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.</p> <p>20.9 Bids not opened and read out at bid opening shall not be considered for further evaluation.</p> <p>20.10 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p>
21. Process to be Confidential	Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of the bidder’s bid.
22. Award	The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and sanctioned by the Competent Authority.
23. Employer’s Right to Accept any Bid and to Reject Any or All Bids	The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract without assigning any reason thereof and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for



	<p>the Employer's action.</p> <ul style="list-style-type: none"> • Without assigning any reason, The Surat Municipal corporation reserves the right to reject the lowest or any other or all tenders or part of its. To waive any informality or irregularity in any tender, which in the opinion of the Surat Municipal corporation does not appear to be in its best interest and the tenderer shall have no cause of action or claim against the Surat Municipal corporation or its officers, employee, successors or assignees for rejection of this tender. • The Surat Municipal corporation further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement by the successful Tenderer. The Surat Municipal corporation is not obliged to give reasons for any such action. • During Tender validity period, if any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in this tender, then The Surat Municipal corporation shall without prejudice to any right or remedy be at liberty to reject the tender and forfeit the Earnest Money Deposit in full. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of The Surat Municipal corporation. • The Surat Municipal corporation reserves the right to increase or decrease the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.
24. Notification of Award	<p>24.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by letter that its bid has been accepted.</p> <p>24.2 The notification of award will constitute the formation of the Contract.</p>
25. Signing of Agreement	<p>25.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.</p>
26. Performance Security	<p>26.1 Within 15 days of receipt of the work order from the Employer, the successful bidder shall furnish to the Employer a performance security in the form stipulated in the Bidding Data and the Conditions of Contract.</p>



SECTION VI – GENERAL INSTRUCTIONS

1.0 PLANNING AND EXECUTION OF THE WORKS

The proposed WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA. Percentage rate basis tender as per approved GAD from CLIENT. The Contractor should visit and study the site conditions and plan the execution of works considering all the eventualities while preparing the bid. The conditions mentioned above or any other such relevant condition not spelt out here shall not cause the reason for extension of contract period. Before or during execution of the work, management of traffic shall be maintained by contractor. Contractor is fully responsible for taking of particular permission from concerned departments of traffic/police department/ commissioner/local authorities.

2.0 ELECTRIC POWER SUPPLY

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipment, labourers camp and field offices etc., as a part of his work plan. The employer will issue the necessary certificates, letters of recommendation etc., to the Contractor for obtaining the power supply. However, the employer shall accept no responsibility for any delays in obtaining the power connections. In addition, the Contractor shall maintain standby diesel generators of adequate capacity. Non-availability of electric power will not be considered as a reason for delay in progress.

3.0 WATER SUPPLY FOR CONSTRUCTION, LABOUR CAMPS, OFFICES ETC.

The Contractor shall make all necessary arrangements for the procurement of water required for construction and labour. The employer shall issue on request from contractor, the necessary certificates, letters of recommendation etc., for obtaining the necessary permissions. The employer shall assume no responsibility for delay in progress due to delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water. The water shall be got tested by the Contractor at approved laboratory as suggested by client at his own expense and certificates regarding the suitability for construction shall be submitted to the Engineer's Representative regularly at every six months as per his requirements.

4.0 TELEPHONES / WIRELESS COMMUNICATION FACILITIES

These will be arranged by Contractor at his own cost. The employer shall give the necessary certificates and letters of recommendation etc to the Contractor.



5.0 LAND FOR TEMPORARY USE

Land for labour camps, storage yards' temporary site sheds etc., will be arranged by the Contractor at his own cost. Land for batching plant, casting yard shall be arranged by the contractor at his own cost. The employer may render all possible Assistance to the contractor to enable him to obtain such lands as may be required for purposes of completion of this work but no guarantee can be given. Non-availability of Land will not be considered as a reason for delay in progress.

On written request from contractor, the CLIENT may allocate any land belonging to CLIENT and which is presently not required for concerned department and in that case, token rent at Rs. 10/Sq.mt per month will be recovered from the contractor. The contractor shall have to return/ evacuate such land/ plot in original condition as and when needed by CLIENT within a week from intimation given by CLIENT. Further contractor shall have to return/ evacuate/ handover such land/ plot within 15 days after completion of the physical project on site or inauguration of the project. If the said land is not returned by the contractor within 15 days after the completion of the project as above, then rent at the rate of Rs. 15/sq.mt. Per month instead of Rs. 10/sq.mt. Per month shall be charged/ levied. The contractor shall have to pay all the taxes levied by government/ CLIENT. No extra payment shall be made for the same. Property tax of SMC shall be paid as per prevailing rate for the entire duration.

6.0 CONTRACTOR'S MATERIALS, LABOUR ETC.

The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Notes, and Specifications taken together, whether the same is or is not particularly shown or described therein; provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Engineer's representative. The decision of the Engineer's Representative shall be final and binding on the Contractor. Figured dimensions shall be followed and the drawings shall not be scaled from

7.0 MATERIALS:

- 1 Steel and cement shall not be supplied by Surat Municipal Corporation and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only as per approved list.
2. The contractor shall submit statement of sources for procurement of materials. The suitability of the same for the required quality, quantity, transport facilities etc. may be ascertained by the tenderer themselves before tendering and rates be quoted accordingly. The source of fine and coarse aggregates given in Table-1 is for general guidance only.
3. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers / suppliers as may be approved by the client. The Octroi Receipts, royalty receipts, challans etc., shall have to be submitted by the contractor from time to time to the CLIENT.
4. The contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the contract.



TABLE –I
Statement of sources of procurement of coarse and fine aggregates

Sr. No.	Name of the materials	Name of the place where sources of supply is available.	Approximate lead from site of work	Remarks if any
1.	Rubble	Areth/Songadh / Chikhali	65/80/40 Km.	-
2.	Crushed coarse aggregate	Areth/Songadh / Chikhali	65/80/40 Km.	-
3.	Sand	Tapi River Bodeli Nareshwar	From standard approved stretches to have materials as per specifications	Source to be beyond tidal influence.

Note: The above distances and locations are for general guidance only. The contractor shall have to verify himself the sources, its distances etc. before tendering.

5. The approved makes for various materials to be used in the project shall be as per the table given in Volume II.

8.0 NIGHT WORK & WORK ON SUNDAY & HOLIDAYS

WORK ON SUNDAY / HOLIDAYS:

No work shall be carried out on Sundays and corporation Holidays and no work shall be carried out before and after office hours except with special permission of Engineer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work before or after duty hours and to work on Sundays and holidays will be entirely at the discretion of the Engineer-in-charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will be not be set up as a ground or for not completing the work within the contract period.

Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, corporation holidays and before and after duty hours, extra supervision charges arising due to overtime working of corporation supervisory staff shall be borne by the contractor at prevailing rates from time to time.

Such extra supervision charges shall be deducted by corporation from running bills of contract at CLIENT discretion.

NIGHT WORK:

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Engineer-in-charge except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case



sufficient advance notice shall be given of the intention to work at night to the Engineer-in charge after making all requisite arrangements and management of areas, materials and equipments, required under any emergency etc.

The contractor shall also carry on work after office hours if so required by the Engineer- in-charge, subject to obtaining approval in writing, for expediting the progress on the works or for any other reasons of technical safety. Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with express approval of the Engineer-in-charge or his representative authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work. The contractor shall not be however entitled to any extra payments for night work.

9.0 ENABLING WORKS

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, and scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads. The Contractor shall remove any or all such centering scaffolding, staging planking and equipment when ordered to do so by the Engineer's Representative and make good all matters and things disturbed during the execution of works to the satisfaction of the Engineer's Representative.

10.0 TEMPORARY DIVERSIONS, MAINTENANCE OF SAME AND TRAFFIC MANAGEMENT

In addition to provisions made in the technical specifications, it is stipulated that the Contractor shall construct, maintain and carryout the traffic management by providing all safety features like safety barricading as per attached drawings of the Bid document, for all temporary diversions or as per instructions of Engineer in Charge.

11.0 OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS AGENCIES ETC.

The Contractor shall, in accordance with the requirements of the Engineer's Representative afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution on or near the site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. If, however, the Contractor shall on the written request of the Engineer or Engineer's representative make available to any such other Contractor or to the Employer or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use of by any such of the Contractor's scaffolding or any other plant on the site or provide any other service of whatsoever nature, for any such the Employer shall pay to the Contractor in respect of such use of service such sum or sums as shall in the opinion of the Engineer be reasonable.

12.0 ENVIRONMENTAL SAFEGUARDS

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment and Forests.

12.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.



- 12.2 Borrow pits and other scars created during the road construction shall be properly levelled and treated.
- 12.3 Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment.
- 12.4 No excavation from or dumping of waste materials into any water body / wetlands shall be done.
- 12.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
- a) No excavation or dumping on private property is carried out without written consent of the owner.
 - b) No excavation or dumping shall be allowed or wetlands, forests areas or other ecologically valuable or sensitive locations.
 - c) The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area:
 - d) Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advances before construction and lined properly so that they do not leach into the ground water.
 - e) Any approvals required for the same shall be arranged by the contractor.

13.0 SITE OFFICE

Contractor shall provide and maintain a furnished site office for the supervisory staff of the Engineer. It shall have at least 40- 60. Sqm. floor area Air – conditioned site office, with approved flooring and shall include electrical lights, fans, computer point including proper wiring, Computer (Latest version) with internet connection, water supply, drainage, toilets, tables, chairs, cupboards, telephone (Mobile phones), and shall be constructed at location directed by the Engineer and maintained for a period up to 6 months beyond date of completion as certified by Engineer. The site office with all services, furniture, fixtures shall be property of the contractor. Land for site office, field laboratory etc. is not available with CLIENT and could not be provided by employer. All Electric & Telephone / Mobile bills will be paid by the contractor for entire period of contract and up to 6 months beyond completion of works and both the Electric & Telephone connections will be obtained by him.

14.0 SHIFTING OF UTILITIES

- a) Contractor is required to liaise with concerned department of SMC for identifying exact location of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost. Drawing of Shifting of Utility required if any & its approved design should be submit by contractor and get approval from the concern department of Surat Municipal Corporation.
- b) Deposits / Supervision charges levied by Govt. dept. shall be born by CLIENT/ concerned department of Surat Municipal Corporation however contractor has to make necessary liaison along with concerned department of Surat Municipal Corporation.



15.0 REMOVAL / DIVERSION OF UTILITY SERVICE:

As far as possible, the Contractor's alternative proposal shall be such that the shifting of utility services is not required. However, if the over ground / underground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gas ducts etc. owned by various authorities including Public Undertakings and local authorities encountered during construction shall have to be diverted the diversion of such utilities will be carried out by the client/concern department of Surat Municipal Corporation. The contractor shall provide necessary workspace for such contractors for utility shifting. The work shall be carried out under the supervision of concerned department of Surat Municipal Corporation.

Contractor may submit the proposal of work in which utility shifting will not be required by incorporating the utility by changing or modifying the design. If the cost of utility shifting provided by concerned department of Surat Municipal Corporation is higher compare to modification or redesigning of structure for avoiding utility shifting than such proposal if found beneficiary to SMC, SMC may opt the proposal of redesigning or modification of design as suggested by contractor subject to following condition. All the original and revised the detailed design and drawings shall be got approved from Design Circle, R&B, Govt of Gujarat, Gandhinagar or as approved by client as per tender.

1. The quantity difference worked out as per the design and drawings as approved by R & B, Gandhinagar shall be considered for payment under change of scope.
2. No compensation regarding time limit extension is granted.
3. The responsibility of soundness, correctness, safety and durability, etc. of the entire structure as well as existing utilities/services shall be entirely yours only.
4. The payment for change of scope shall be made as per Schedule of Rates (S.O.R.) of the 2023-24. For Non-SOR item Market Rates shall be workout based on rate analysis considering prevailing rates. All such items shall be adjusted as per the sanctioned contract price plus or minus premium as per quoted rate by contractor in accordance with the tender.
5. Contractor has to submit the detailed measurements; difference in measurement, abstract etc. basis on all approved design and drawings from design circle, R & B, Gandhinagar Contractor has to submit "As Built" drawings to the SMC.

16.0 UTILITY SERVICES

There may be number of underground / overhead utility services existing within the premises of the existing road where the work of bridge is going to be carried out.

These utility services might be falling in the proposed construction of Bridge/ Slip Road, C.D. works etc. and are required to be protected by the bidder.

Bidder shall contact these utility providers for the shifting/relocating/protecting of these utilities which comes within the construction work with consultation of respective department. SMC will approve the scheme & issue necessary instruction to the contractor. CLIENT will pay the utility service provider as per demand for the shift / relocating / protection of these utilities



17.0 TAXES

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

- GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the Govt. of India as per the Terms of Contract agreed upon during the course of execution of this Contract. During the course of execution of Contract, if there is any change in Rate of GST (Goods & Service Tax) by the Government, the same shall be reimbursed / recovered separately by SMC, subject to the submission of Original Receipt / Proof for the amounts actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Accountant of Contractor / Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated / submitted / claimed within 30 (Thirty) Days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the Successful Bidder / Contractor, failing which, SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the Contractor / Successful Bidder in this regard. Further, the non-payment of GST to the Government may lead to the termination of contract and forfeiture of Security Deposit / Performance Guarantee Amount.
- All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra)
- Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Engineer regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor. GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay then GST to the concerned Authority
- Construction cess will be deducted as per prevailing rules i.e 1 % of taxable amount.

18.0 LABOUR EMPLOYMENT

The Contractor shall furnish to the Engineer-in-charge every week during the progress of the works classified weekly returns of the number of the people employed on the work during the week. The report of skilled and unskilled labours shall be given in the prescribed form. The contractor shall have to obtain labour license from concerned government department and shall have to submit to Employer.

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act, 1979 and the contract labour (Regulation and Abolition) (Gujarat) Rules, 1972 and other acts as amended from time to time so far as applicable.

19.0 TREASURE TROVE



In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archaeological or any other such treasure or other things shall be deemed to be the absolute property of client.

The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-charge of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

20.0 ADDITIONAL INSTRUCTIONS:

- a) Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer
- b) Contractor needs to ensure proper and adequate traffic safety sign boards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take place.
- c) Suitable phasing of construction and temporary traffic arrangement shall be got approved from the Competent authority. No compensation for any delay in intended date of completion shall be payable to the Contractor.
- d) Contractor shall submit Quality Assurance plan based on ISO 9000 series document to form the basis evolving the quality system, applicable for all quality related activities.
- e) No excavated material shall be allowed to be stacked on roadside, footpaths and public premises without written permission from competent authority.
- f) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

21.0 RESPONSIBILITY OF CONTRACTOR UNDER CONSTRUCTION AND DEMOLITION WASTE (C & D WASTE) RULES 2016:

Contractor shall remove all Construction and Demolition Waste (C & D Waste) and clean the area every day, or depending upon (1) The type & schedule of the work, The quantity and type of waste generated, appropriate storage and collection facility shall be developed at site. Reasonable time frame shall be worked out in consultation with engineer in charge of the project, for storage & usage of C & D Waste.

If it's found that contractor is irregular and showing negligence to management of C & D Waste, then if deem fit, Engineer in charge would arrange to dispose the said C & D Waste through an Authorized C & D Waste Contractor / agency of Surat Municipal Corporation and All the expenditure made towards disposal of this C & D Waste shall be recovered from the contractor as per the prevailing charges.

Contractor shall have to bear the expenses towards management of C & D waste as per the prevailing norms; no extra payment shall be entertained for the same.



Contractor shall keep record of the generation and disposal of Construction and Demolition waste (C & D Waste) and proof of its disposal as per the provision of C & D waste rules and he has to submit along with running bills.

If contractor fails to upkeep and maintain records of C & D waste generation –Disposal records etc., than it shall be calculated as per the provision of the Standing Committee Resolution no 1621/2016, Dt: 01/10/2016 and charges shall be recovered from due of contractor with Surat Municipal Corporation.

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



SECTION - VII - CONDITIONS OF CONTRACT (DRAFT AGREEMENT)

THIS AGREEMENT is entered into on this theday of, 20.... at Surat

BETWEEN The Surat Municipal Corporation _____

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

WHEREAS:

The Surat Municipal Corporation has resolved to have the contract for _____, briefly hereafter mentioned as Work on a percentage rate basis -in accordance with terms and conditions as to be set forth in agreement being entered into.

The Surat Municipal Corporation has invited proposal by its request for offer vide its notification No. _____ Dated _____.

M/s _____ having been found to have made responsive offer conforming to the requirement as set out in the Bid document and being competitive have been selected to be the contractor for the execution of the above mention work on terms, conditions, representation and provisions, are awarded the work and this agreement is being entered into for fulfilment of the obligations thereof as contained in the bid.

The Surat Municipal Corporation has prescribed technical and commercial terms along with conditions for performance which the contractor shall fully abide by and comply with.

The CLIENT having accepted the offer after selecting the bidder have issued letter of acceptance no. _____ Dated _____.

The Contractor having been conversant with all conditions, specifications, terms, provision and representation and being bound to honor and respect the contents thereof have specifically noted express conditions here by that Project Consultant or its representative or anyone other than Executive Engineer in-charge of the job is not authorized to vary Time or Cost despite any provision, contrarily thereto elsewhere in the contract.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the CLIENT hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree to the entire contents for stipulated performance as detailed in the bid document which here after Mutatis Mutandis, be treated as part of the contract.

CONTRACTOR

CLIENT
SURAT MUNICIPAL CORPORATION



<p>Part I Preliminary</p>



ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Interpretation

1.1.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- (f) References to “Scope of Work” include, unless the context otherwise requires, survey and investigation, Construction work, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and “construct” or “build” shall be construed accordingly;
- (g) references to “development” include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation and other activities incidental there to during the Construction Period, and “develop” shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian standard time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (k) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (l) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (m) the words imparting singular shall include plural and vice versa;
- (n) references to any gender shall include the other and the neutral gender;
- (o) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);



- (p) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (q) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganization” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
 - (r) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, licensee or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the CLIENT hereunder or pursuant hereto in any manner whatsoever;
 - (s) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the CLIENT’s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the CLIENT’s Engineer, as the case may be, in this behalf and not otherwise;
 - (t) All the documents forming part of the contract shall be treated as integral whole and each one shall be in addition to being supplementary shall also be treated as complimentary to all other parts to the extent that the overall meaning and interpretation thereof shall be in conformity with the intention and purpose of this agreement.
 - (u) Time shall be the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence, inviting all the liabilities attached to the requirement to the performance in terms of Liquidated Damages.
- 1.1.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the CLIENT shall be provided free of cost and in three copies.

1.2 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings), provided, however, that the terms defined in attached Documents, including but not limited to the Agreement, shall have the meanings specified in such document.



1.2.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Affiliate” means, in relation to either Party {and/or Members}, a person who controls, is controlled by, or is under the common control with such Party {or Member} (as used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

“Agreement” means this Agreement, its Recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Work during the subsistence of this Agreement;

“Bank” means a bank incorporated in India and having a minimum net worth of Rs. 1,000 crore (Rupees one thousand crore) or any other bank acceptable to the CLIENT;

“Base Rate” means the floor rate of interest announced by the State Bank of India for all its lending operations;

“Base Date” means the last date of that calendar month, which date precedes the Bid Due Date by at least 28 (twenty eight) days;

“Bid” means the documents in their entirety comprised in the bid submitted by the [selected bidder/Consortium] in response to the Request for Proposals in accordance with the provisions thereof;

“Bid Security” means the bid security provided by the Contractor to the CLIENT in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

“Change in Law” means the occurrence of any of the following after the Base Date:

- (a) the enactment of any new Indian law;



- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not entered into effect until the Base Date;
- (d) a change in the interpretation or application of any Indian law by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date; or

“Commencement Date” means the first date on which the contractor starts mobilizing his resources Men and/or Machineries and/or Material at site.

“Consortium” means the consortium of entities which have formed a joint venture for implementation of this Project;

"Client" shall mean "The Commissioner, Surat Municipal Corporation, Surat or his authorized City Engineer, Addl. City Engineer equivalent" who is the authority vested with all powers in implementing the project in execution through his Engineer-in-charge or any other authorized personnel.

“**Employer**” means The Surat Municipal Corporation and is the party who will employ the Contractor to carry out the Works.

“**Contractor**” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“**Defect**” means any defect or deficiency in Construction of work or any part thereof which does not conform with the Specifications and Standards.

“**Document**” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Emergency” means a condition or situation that is likely to endanger the safety or security of the individuals on or about the Work, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

“Encumbrances” means, in relation to the Work, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar \ arrangement under any insurance policy pertaining to the works.

The “Engineer” shall mean the officer of CLIENT who is designated as such for the time being in whose jurisdiction the work lies.

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;



“Government Instrumentality” means any department, division or sub-division of the Government or the State Government and includes any commission, board, CLIENT, agency or municipal and other local CLIENT or statutory body including Panchayat under the control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Work or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Contractor and includes all insurances required to be taken out by the Contractor but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmers and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Interim Payment Certificate” or “IPC” means the interim payment certificate issued by the CLIENT’s Engineer for payment to the Contractor in respect of Contractor’s claims for payment raised in accordance with the provisions of this Agreement;

“Lead Member” shall, in the case of a consortium, mean the member of such consortium who shall have the CLIENT to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement;

“LOA” or “Letter of Acceptance” means the letter of acceptance of offer.

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Materials” are all the supplies used by the Contractor for incorporation in work or for the maintenance of the Work;

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Performance Security” shall have the meaning as given in the contract

“Plant” means the apparatus and machinery intended to form or forming part of work;

“Project” means the construction and maintenance of the Work in accordance with the provisions of this Agreement, and includes all works, services and equipment relating to or in respect of the Scope of the Project;



“Project Completion Date” means the date on which the Provisional Certificate is issued and in the event no Provisional Certificate is issued, the date on which the Completion Certificate is issued;

“Project Completion Schedule” means the progressive Project Milestones for completion of the Work on or before the Scheduled Completion Date;

“Re.”, “Rs.” or “Rupees” or “Indian Rupees” means the lawful currency of the republic of India;

“Right of Way” means the constructive possession of the Site free from encroachments and encumbrances, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction and maintenance of the Work in accordance with this Agreement;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Work, and any modifications thereof, or additions thereto, as included in engineering for the Work submitted by the Contractor to, and expressly approved by, the CLIENT;

“Sub-contractor” means any person or persons to whom a part of work or the Maintenance has been subcontracted by the Contractor and the permitted legal successors in title to such person, but not an assignee to such person;

“Termination” means the expiry or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

“WPI” means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

1.3 Measurements and arithmetic conventions

- 1.3.1 All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements and errors/discrepancies

- 1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement; and
- (b) All other agreements and documents forming part hereof or referred to herein; i.e. this Agreement at (a) above shall prevail over the agreements and documents at (b).

- 1.4.2 In case of ambiguities or discrepancies within this Agreement, the following shall apply:



- (a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- (c) between any two Schedules, the Schedule relevant to the issue shall prevail;
- (d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
- (e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
- (f) Between any value written in numerals and that in words, the latter shall prevail.



PART –II

SCOPE OF PROJECT



ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

Under this Agreement, the scope of the Project (the “Scope of the Project”) shall mean and include:

WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA

- (a) in accordance with the provisions of this Agreement and in conformity with the requirements.
- (b) Maintenance of the Project in accordance with the provisions of this Agreement and in conformity with the requirements.
- (c) Performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

2.2 SCOPE OF WORK: (As described in Bidding Data)

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

3.1 Obligations of the Contractor

- 3.1.1 Subject to and on the Terms, Conditions, Provisions and Representation of this Agreement, the Contractor shall undertake the survey, investigation, engineering, procurement, construction, and maintenance of the Work and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 3.1.3 The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 3.1.4 The Contractor shall remedy any and all loss or damage to work from the commencement until the end of the Construction Period at the Contractor’s cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the CLIENT.
- 3.1.5 The Contractor shall remedy any and all loss or damage to work during the Defects Liability Period at the Contractor’s cost to the extent that such loss or damage shall have arisen out of the reasons specified in contract.
- 3.1.6 The Contractor shall remedy any and all loss or damage to work during the Maintenance Period at the Contractor’s cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the CLIENT or on account of a Force Majeure Event.
- 3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: -



Ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;

Keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The CLIENT's Engineer and its authorized personnel shall have the right of access to all these documents at all reasonable times;

Cooperate with other contractors employed by the CLIENT and personnel of any public CLIENT; and Not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the CLIENT or of others.

- 3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test work.
- 3.1.9 The Contractor shall maintain all records as per Instructions of Engineer in Charge.

3.2 Obligations relating to sub-contracts and any other agreements

- 3.2.1 The Contractor shall not sub contract any part or portion of the actual construction to any sub-contractor without prior permission of the CLIENT which shall ordinarily not withhold any reasonable request thereof if the same is found in opinion of Client be in interest of the work.
- 3.2.2. In event any sub contract is approved by CLIENT the entire responsibility and liability as contained in the original contract shall continue to remain unaltered and diluted and the contractor shall be completely and fully responsible to CLIENT as CLIENT is having no privity of contract with the sub-contractor.
- 3.2.3 It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

3.3 Contractor's personnel

- 3.3.1 The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.
- 3.3.2 The CLIENT's Engineer may, for reasons to be specified in writing, direct the Contractor to remove any member of the Contractor's or Sub-contractor's personnel. Any direction issued by the CLIENT's Engineer shall specify the reasons for the removal of such person.
- 3.3.3 The Contractor shall on receiving such a direction from the CLIENT's Engineer order for the removal of such person or persons with immediate effect. The Contractor shall further ensure that such persons have no further connection with work or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) a replacement.



3.4 Contractor's care of work

The Contractor shall bear full risk in and take full responsibility for the care of work, and of the Materials, goods and equipment for incorporation therein, from the Date of entry upon the site until the date of completion, defect liability, maintenance period as specified or date of final take over certificate whichever is the last date.

3.5 Electricity, water and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the CLIENT that:

- (a) it is duly organized and validly existing under the laws of India, and has full power and CLIENT to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (d) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;
- (e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other CLIENT, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;



- (i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) no representation or warranty by it contained herein or in any other document furnished by it to the CLIENT or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the CLIENT in connection therewith;
- (l) All information provided by the {selected bidder/ members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- (m) Nothing contained in this Agreement shall create any contractual relationship or obligation between the CLIENT and any Sub-contractors, designers, consultants or agents of the Contractor.



Part III

Construction and Maintenance



ARTICLE 5

PERFORMANCE SECURITY AND RETENTION MONEY

5.1 Performance Security

- 5.1.1 The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the CLIENT, within 15 (Fifteen) days of the date of issuance of work order, an irrevocable and unconditional guarantee for an amount equal to 10% (ten percent) of the Contract Price from a Bank in the form set forth in Schedule attached (the “Performance Security”). If not submitted within time 0.065% per day of Performance Security amount will be levied from contractor. The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security (EMD) shall remain in force and effect, and upon such provision of the Performance Security, the CLIENT shall release the Bid Security to the Contractor. For the avoidance of doubt, the parties expressly agree that the Contractor shall provide, no later than 30 (thirty) days prior to the expiry of the Performance Security for the defects Liability Period a Performance Security in respect of the extended Defects Liability Period specified for an amount equal to 5% (five per cent) of the estimated cost of Structures and Major Bridges specified therein on CLIENT being provided with this 5% bank guarantee, the original Performance Guarantee shall be qualified for release. It is further agreed that the contractor is obliged to have the Bank Guarantee / Guarantees revalidated at least 30 days prior to the date of the expiry as mentioned in the Bank Guarantee and till such time the same is not expressly discharged by the CLIENT. For such revalidation CLIENT shall have no obligation to remind the contractor to do so.

In short, out of total (ten) 10% performance security deposite, (five) 5 % deposit will be released after completion of project i.e. successful opening of bridge of traffic and remaining(five) 5 % deposite will be released after defect liability period as per tender condition.

The contractor will be liable to renew the all bank guarantee time to time till it will be liable for release, if in 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 amount of bank guarantee.

- 5.1. 2 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions and within the time specified therein or such extended period as may be provided by the CLIENT, in accordance with the provisions, the CLIENT may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.



5.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of 2 (two) years; provided that it shall procure the extension of the validity of the Performance Security, as necessary, at least 1 (one) month prior to the date of expiry thereof.

5.3 Release of Performance Security (5%)

The CLIENT shall return the balance Performance Security to the Contractor within 60 (sixty) days of the date of the expiry of the Maintenance Period or the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the CLIENT shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. CLIENT shall have no liability in event of any delay caused in release/ return of the performance security on any ground what so ever.

5.4 Retention Money

- 5.4.1 From every payment for Works due to the Contractor in accordance with the provisions, the CLIENT shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the “Retention Money”) subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price.
- 5.4.2 Upon occurrence of a Contractor’s Default, the CLIENT shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor’s Default.
- 5.4.3 The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee valid initially for two years and to be extended from time to time as per direction of the CLIENT substantially in the form provided, require the CLIENT to refund the Retention Money deducted by the CLIENT under the provisions. The refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.
- 5.4.4 The Retention money will released with payment of Final Bill.

ARTICLE 6 RIGHT OF WAY

6.1 The Site

The site of the Work (the “Site”) shall comprise the site described in contract in respect of which the Right of Way shall be provided by the CLIENT to the Contractor. The CLIENT shall be responsible for:

- (a) acquiring and providing Right of Way on the Site in accordance with the alignment finalized by the CLIENT, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and
- (b) Obtaining licenses and permits for environment clearance for the Work.



6.2 Special/temporary Right of Way

The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Work and the performance of its obligations under this Agreement.

6.3 Access to the CLIENT and the CLIENT's Engineer

6.3.1 The Right of Way given to the Contractor hereunder shall always be subject to the right of access of the CLIENT and the CLIENT's Engineer and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.

6.3.2 The Contractor shall ensure, subject to all relevant safety procedures, that the CLIENT has un-restricted access to the Site during any emergency situation, as decided by the CLIENT's Engineer.

6.4 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for work, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the CLIENT or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the CLIENT forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the CLIENT. It is also agreed that the CLIENT shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

ARTICLE 7 UTILITIES AND TREES

7.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the CLIENT of the controlling body of that road, right of way or utility.

7.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the CLIENT, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of work in accordance with this Agreement.

7.3 New utilities



- 7.3.1 The Contractor shall allow, subject to such conditions as the CLIENT may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities.
- 7.3.2 The CLIENT may, by notice, require the Contractor to connect any adjoining road to the Work, and the connecting portion thereof falling within the Site shall be constructed by the Contractor at the CLIENT's cost which shall be pre negotiated between the parties.
- 7.3.3 The CLIENT may by notice require the Contractor to connect, through a paved road, any adjoining service station, hotel, motel or any other public facility or amenity to the Work, whereupon the connecting portion thereof that falls within the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the CLIENT to the Contractor shall be determined by the CLIENT's Engineer.
- 7.3.4 In the event the construction of any Works is affected by a new utility or works undertaken, the Contractor shall be entitled to a reasonable Time Extension as determined by the CLIENT's Engineer.

7.4 Felling of trees

The CLIENT shall assist the Contractor in obtaining the Applicable Permits for felling of trees to be identified by the CLIENT for this purpose if and only if such trees cause a Material Adverse Effect on the construction or maintenance of the Work. The cost of such felling shall be borne by the CLIENT. The Parties hereto agree that the felled trees shall be deemed to be owned by the CLIENT and shall be disposed in such manner and subject to such conditions as the CLIENT may in its sole discretion deem appropriate. For the avoidance of doubt, the Parties agree that if any felling of trees hereunder is in a forest area, the Applicable Permit thereof shall be procured by the CLIENT within the time specified in the Agreement.

ARTICLE 8 DESIGN AND CONSTRUCTION OF THE WORK

8.1 General

- 8.1.1 The Contractor shall take out responsibility of existing structure which already done by earlier contractor
- 8.1.2 Any cost or delay in construction arising from review by the CLIENT's Engineer shall be borne by the Contractor.
- 8.1.3 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the CLIENT and the CLIENT's Engineer a complete set of as-built Drawings, in 5 (Five) hard copies and in micro film form or in such other medium as may be acceptable to the CLIENT, reflecting work as actually designed, engineered and constructed.
- 8.1.4 Contractors clearly understand that it is responsibility of the contractors that the final approval before commencement of execution shall have to be based on the drawings and design cleared and approved by the concerned authority of Government of Gujarat.
All Designs and drawings shall be furnished to CLIENT in 5 copies.

8.3 Design Error

- 8.3.1 the contractor have to check and verified all drawings before execution of work on site. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's documents, they and work shall be corrected at the Contractor's cost, notwithstanding any consent or approval under this Clause.



8.4 Intellectual property rights

- 8.4.1 The intellectual property rights in respect of drawings, designs and all that is relevant to the concept of rights shall be vested in CLIENT.

8.5 Construction of the Work

- 8.5.1 The Contractor shall construct the works as specified, and in conformity with the Specifications and Standards set forth in the contract. The Contractor shall be responsible for the correct positioning of all parts of work, and shall rectify any error in the positions, levels, dimensions or alignment of work. and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.
- 8.5.2 The total price of the works shall be the price as indicated in the offer acceptance letter unless the same is modified or changed by CLIENT in view of any modification or change brought about after final approval of drawing, design and scheme of the work. It is clearly understood that the price quoted is the total firm price for the entire scope of the work as agreed.

8.6 Construction Programme

The contractor shall submit a detailed programme within 28 days after receiving the letter of acceptance. Whenever necessary contractor shall also submit a revised programme indicating how he plans to catch up with the slippages. Each programme shall include the order in which he intends to carry out the work including the anticipated timing of each stage of Construction activity, procurement, deployment of resources and quantities involved. The programme will be projected as Bar Chart / CPM – Network presentation. Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. The programme should include deployment of financial resources commensurate with the work planned each month. If at any time actual progress is too slow to achieve target programme and/or progress has fallen behind the current programme then the engineer may instruct the contractor to submit revised programme with plan to mitigate time.

8.7 Extension of time for completion

- 8.7.1 The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified separately. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by CLIENT for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the CLIENT.
- 8.7.2 If contractor consider himself to be entitled to an extension of time for completion, the contractor shall give engineer a notice within 7 days from the cause justifying such extension indicating the period justified. The engineer of CLIENT shall evaluate the Time Impact and make an adjustment in time for completion. Such extension, it is reiterated shall not be associated with any compensation.

8.8 Liquidated Damage/Delay Damages



If contractor fails to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of engineer he shall be liable to pay LD/Delay Damages for the default. The Delay Damages shall be the sum stated in Bidding data which shall be payable for delay for each day that is caused in completion. The total amount of such delay damages shall not exceed the amount named in the contract. It is agreed between the parties that the amount so named and the limit so fixed as compensation is the true and correct estimated damage caused to CLIENT resulting from extension of time and which otherwise is not subject to any arithmetic computation. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.

ARTICLE 9

QUALITY ASSURANCE, MONITORING AND SUPERVISION

9.1 Quality of Materials and workmanship

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

9.2 Quality control system

9.2.1 The Contractor shall establish a quality control mechanism to ensure compliance with the provisions of this Agreement (the “Quality Assurance Plan” or “QAP”).

9.2.2 The Contractor shall, within 30 (thirty) days of the commencement Date, submit to the CLIENT’s Engineer its Quality Assurance Plan which shall include the following:

- (a) Organization, duties and responsibilities, procedures, inspections and documentation;
- (b) quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with Good Industry Practice; and
- (c) Internal quality audit system.

The CLIENT’s Engineer shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required for conforming with the provisions in the contract.

9.2.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan.

9.2.4 The cost of testing of Construction, Materials and workmanship shall be borne by the



Contractor.

9.3. Methodology

- 9.3.1 The Contractor shall, at least 15 (fifteen) days prior to the commencement of the construction, submit to the CLIENT's Engineer for review the methodology proposed to be adopted for executing work, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The CLIENT's Engineer shall complete the review and convey its comments to the Contractor within a period of 10 (ten) days from the date of receipt of the proposed methodology from the Contractor.

9.4. Inspection and technical audit by the CLIENT

- 9.4.1 The CLIENT or any representative authorized by the CLIENT in this behalf may inspect and review the progress and quality of the construction of Work and issue appropriate directions to the CLIENT's Engineer and the Contractor for taking remedial action in the event work are not in accordance with the provisions of this Agreement.

9.5 External technical audit

- 9.5.1 At any time during construction, the CLIENT may appoint an external technical auditor to conduct an audit of the quality of work. The findings of the audit, to the extent accepted by the CLIENT, shall be notified to the Contractor and the CLIENT's Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in the contract, the external technical audit shall not affect any obligations of the Contractor or the CLIENT's Engineer under this Agreement.

9.6 Inspection of construction records

- 9.6.1 The CLIENT shall have the right to inspect the records of the Contractor relating to work.

9.7 Monthly progress reports

- 9.7.1 During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the CLIENT and the CLIENT's Engineer a monthly report on progress of work in the format approved by CLIENT's engineer and shall promptly give such other relevant information as may be required by the CLIENT's Engineer.

9.8 Inspection

- 9.8.1 The CLIENT's Engineer and its authorized representative shall at all reasonable times:
- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in work; and
 - (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and



workmanship, and to check the progress of manufacture of Materials.

- 9.8.2 The Contractor shall give the CLIENT's Engineer and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.
- 9.8.3 The CLIENT's Engineer shall submit a monthly inspection report (the "Inspection Report") to the CLIENT and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the CLIENT's Engineer shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

9.9 Samples

- 9.9.1 The Contractor shall submit the following samples of Materials and relevant information to the CLIENT's Engineer for pre-construction review:
- (a) manufacturer's test reports and standard samples of manufactured Materials; and
 - (b) samples of such other Materials as the CLIENT's Engineer may require.

9.10 Tests

- 9.10.1 For determining that work conforms to the Specifications and Standards; the CLIENT's Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with Good Industry Practice for quality assurance.
- 9.10.2 In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the CLIENT's Engineer in this behalf. The CLIENT's Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.
- 9.10.3 All expenditure including travel, lodging and boarding of CLIENT Engineers and/or its representatives shall be borne by the contractor.

9.11 Examination of work before covering up

In respect of the work which the CLIENT's Engineer is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the CLIENT's Engineer whenever any such work is ready and before it is covered up. The CLIENT's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the CLIENT's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the CLIENT's



Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the CLIENT's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the CLIENT's Engineer, the Contractor shall be entitled to assume that the CLIENT's Engineer would not undertake the said inspection.

9.12 Rejection

9.12.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the CLIENT's Engineer shall reject the Plant, Materials, workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the replaced item complies with the requirements of this Agreement.

1.12.2 If the CLIENT's Engineer requires the Plant, Materials, workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the CLIENT to incur any additional costs, such cost shall be recoverable by the CLIENT from the Contractor; and may be deducted by the CLIENT from

1.12.3 any monies due to be paid to the Contractor.

9.13 Remedial work

9.13.1 Notwithstanding any previous test or certification, the CLIENT's Engineer may instruct the Contractor to:

- (a) Remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;
- (b) Remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
- (c) execute any work which is urgently required for the safety of the Work, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event.,

9.13.2 If the Contractor fails to comply with the instructions issued by the CLIENT's Engineer, within the time specified in the CLIENT's Engineer's notice or as mutually agreed, the CLIENT's Engineer may advise the CLIENT to have the work executed by another agency. The cost so incurred by the CLIENT for undertaking such work shall, without prejudice to the rights of the CLIENT to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the CLIENT from any monies due to be paid to the Contractor.

9.14 Quality control records and Documents

The Contractor shall hand over to the CLIENT's Engineer a copy of all its quality control



records and documents before the Completion Certificate is issued.

9.15 Video recording and Photography

During the Construction Period, the Contractor shall provide to the CLIENT for every calendar quarter, photographs and a video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the CLIENT no later than 15 (fifteen) days after the close of each quarter after the commencement date.

9.16 Suspension of unsafe Construction Works

- 9.16.1 In event its come to the notice of CLIENT any impending risk to the work or the personnel on and around the project site, the CLIENT may by notice require the Contractor to suspend forthwith the whole or any part of work if, in the reasonable opinion of the CLIENT's Engineer, such work threatens the safety of the Users and pedestrians.
- 9.16.2 The Contractor shall, pursuant to the notice under contract, suspend work or any part thereof for such time and in such manner as may be specified by the CLIENT and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the CLIENT's Engineer to inspect such remedial measures forthwith and make a report to the CLIENT recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the CLIENT's Engineer, the CLIENT shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the CLIENT, shall be repeated until the suspension hereunder is revoked.
- 9.16.3 All costs incurred for maintaining and protecting work or part thereof during the period of suspension shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the CLIENT, the Costs shall be borne by the CLIENT. However, cost for maintaining and protecting the work for first 30 days, in any event shall be borne by Contractor irrespective of CLIENT bringing about the suspension for its own convenience. The quantum of cost for maintenance and protection of the work when payable to the contractor shall be subject to approval of CLIENT engineer.
- 9.16.4 If suspension of Works is for reasons not attributable to the Contractor; the CLIENT's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.

ARTICLE 10

COMPLETION CERTIFICATE

10.1 Tests on completion

- 10.1.1 At least 30 (thirty) days prior to the likely completion of the Work, or a Section thereof, the Contractor shall notify the CLIENT's Engineer of its intent to subject the Work or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the CLIENT's Engineer in consultation with the Contractor, and notified to the CLIENT who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the CLIENT's Engineer or provide such assistance as the CLIENT's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and



the CLIENT's Engineer failing to mutually agree on the dates for conducting the Tests, the CLIENT shall fix the dates by giving not less than 10 (ten) days' notice to the contractor.

10.1.2 All Tests shall be conducted as per standard practice. The CLIENT's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Work or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the CLIENT's Engineer during the course of any Test that the performance of the Work or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the CLIENT's Engineer shall provide to the Contractor and the CLIENT copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that the CLIENT's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Work or Section thereof with the Specifications and Standards.

10.2 Provisional Certificate

10.2.1 Upon completion of all balanced Works forming part of the Work, save and except work for which Time Extension has been granted, the CLIENT's Engineer shall, at the request of the Contractor, issue a provisional certificate of completion if the Tests for and in respect of the completed Works are successful. The Provisional Certificate shall have appended thereto a list of outstanding items of work (the "Punch List") that need to be completed in accordance with the provisions of this Agreement. The Contractor undertakes to complete the minor outstanding items of works in respect of those Sections of the Work for which the Provisional Certificate has been issued, within a period of 30 (thirty) days of the date of Provisional Certificate, and those parts of work in respect of which Time Extension has been granted, within the extended period thereof. For the avoidance of doubt, the Parties agree that the Punch List shall include all Works for which Time Extension has been granted and shall also include any minor outstanding items of work forming part of the completed Sections if such works do not materially affect the use of the completed Sections for their intended purpose. The Parties further agree that Provisional Certificate shall not be issued if the completed Works cannot be safely and reliably placed in service of the Users thereof.

10.2.2 If the CLIENT's Engineer determines that the Work or any completed part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report in this behalf and send copies thereof to the CLIENT and the Contractor and withhold issuance of the Provisional Certificate until the Defects or deficiencies are rectified by the Contractor and Tests are successful in accordance to standard.

10.2.3 Notwithstanding anything to the contrary contained in contract, the CLIENT may, at any time after receiving a report from the CLIENT's Engineer under that Clause, direct the CLIENT's Engineer to issue a Provisional Certificate and such direction shall be complied forthwith.



10.3 Completion of remaining Works

All items in the Punch List shall be completed by the Contractor in accordance with the provisions of this Agreement. For any delay in their completion other than for the reasons solely attributable to the CLIENT or due to Force Majeure, the CLIENT shall be entitled to recover Damages from the Contractor in accordance with this Agreement.

10.4 Completion Certificate

10.4.1 Upon completion of all balanced Works, including the items specified in the Punch List, and the CLIENT's Engineer determining the Tests to be successful, shall forthwith issue to the Contractor a Completion certificate. The completion certificate shall include the balanced work which has been carried out by contractor under this tender conditions and specification.

10.4.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the CLIENT may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the CLIENT.

10.4.3 Without prejudice to the obligations of the Contractor specified, the property and ownership of all the completed Works forming part of the Work shall vest in the CLIENT.

10.5 Rescheduling of Tests

If the CLIENT's Engineer certifies to the CLIENT and the Contractor that it is unable to issue the Completion Certificate or Provisional Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 11

CHANGE OF SCOPE

11.1 Change of Scope

11.1.1 The CLIENT may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to work ("Change of Scope") during the progress of work and before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost and adjustment of time.

11.1.2 Change of Scope shall mean: any change that is brought about at the instance of CLIENT after the complete drawing and design has been approved as provided in the contract. Such change shall be limited to -

- (a) change in specifications of any item of Works;
- (b) Omission of any work from the Scope of the Project.
- (c) any additional work, Plant, Materials or services which are not originally included in the Scope of the Project.



11.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the CLIENT of executing, maintaining or operating the Work, (iii) improve the efficiency or value to the CLIENT of the completed the Work, or (iv) otherwise be of benefit to the CLIENT, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of addition or reduction in the Contract Price to the CLIENT to consider such Change of Scope. The CLIENT shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings there for or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the CLIENT, save and except any Works necessary for meeting any Emergency.

11.2 Procedure for Change of Scope

11.2.1 In the event of the CLIENT determining that a Change of Scope is necessary, it may direct the CLIENT's Engineer to issue to the Contractor a notice specifying in reasonable detail work and services contemplated there under (the "Change of Scope Notice").

11.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the CLIENT and the CLIENT's Engineer such information as is necessary, together with preliminary documentation in support of:

- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if work or services are required to be carried out during the Construction Period; and
- (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - (i) break down of the quantities, unit rates and cost for different items of work;
 - (ii) proposed design for the Change of Scope; and
 - (iii) Proposed modifications, if any, to the Project Completion Schedule of the Work.

For the avoidance of doubt, the Parties expressly agree that, the Contract Price shall be increased or decreased, as the case may be, on account of Change of Scope.

11.2.3 Upon reaching an agreement, the CLIENT shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the CLIENT may:

- (a) Issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the CLIENT till the matter is resolved.

11.2.4 The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to work undertaken by the Contractor.

11.3 Payment for Change of Scope

Payment for Change of Scope shall be made in accordance with the payment schedule specified in the Change of Scope Order.

The payment for change of scope shall be made as per the Schedule of Rates (SOR) of the relevant year as per which the estimates have been prepared for SOR items and Market Rates for Non SOR Items adjusted as per the contract price (% above/below estimated tender cost) quoted by the Contractor.



11.4 Restrictions on Change of Scope

11.4.1 No Change of Scope shall be executed unless the CLIENT has issued the Change of Scope Order save and except any Works necessary for meeting any Emergency.

11.4.2 Change made because of any default of the Contractor in the performance of its obligations under this Agreement shall not be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Price or the Project Completion Schedule.

ARTICLE 12

TRAFFIC REGULATION

12.1 Traffic regulation by the Contractor

12.1.1 The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction and maintenance of the Work or a Section thereof in accordance with the provisions of standard practice. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice or as advised by CLIENT for the safety of the traffic passing through the Section under construction or maintenance.

12.1.2 All works shall be carried out in a manner creating least interference to traffic passing through the Work or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the CLIENT's Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

ARTICLE 13

DEFECTS LIABILITY

13.1 Defects Liability Period

13.1.1 The Contractor shall be responsible for all the Defects and deficiencies in whole bridge (Including old existing structure), except usual wear and tear in the Work or any Section thereof, till the expiry of a period as stated in the contract commencing from the date of opening of the project to traffic. For the avoidance of doubt, any repairs or restoration on account of usual wear or tear in the Work or any Section thereof shall form a part of the Maintenance obligations of the Contractor.

13.2 Remedying Defects

The Contractor shall repair or rectify all Defects and deficiencies observed by the CLIENT's Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the CLIENT's Engineer in this behalf, or within such reasonable period as may be determined by the CLIENT's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

13.3 Cost of remedying Defects

For the avoidance of doubt, any repair or rectification undertaken in accordance with the contract, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:



- (a) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (b) improper maintenance during construction of the Work by the Contractor; and/ or
- (c) Failure by the Contractor to comply with any other obligation under this Agreement.

13.4 Contractor's failure to rectify Defects

In the event that the Contractor fails to repair or rectify such Defect or deficiency within the period specified by the CLIENT's engineer, the CLIENT shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost so as to make the Work conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the CLIENT and the Contractor, be determined by the CLIENT's Engineer. The cost so determined and an amount equal to One hundred twenty percent (120%) of the cost as Damages shall be recoverable by the CLIENT from the Contractor and may be deducted by the CLIENT from any monies due to the Contractor.

13.5 Contractor to search cause

- 13.5.1 The CLIENT's Engineer may instruct the Contractor to examine the cause of any Defect in work or part thereof before the expiry of the Defects Liability Period.
- 13.5.2 In the event any Defect is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the CLIENT's Engineer, and shall bear the cost of the examination and rectification of such Defect.
- 13.5.3 In the event such Defect is not attributable to the Contractor, the CLIENT's Engineer shall, after due consultation with the CLIENT and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the CLIENT, and the Contractor shall be entitled to payment of such costs by the CLIENT.
- 13.5.4 Any latent structural defects if noticed after the defect liability period of five years is completed and at any time before ten years the same shall be rectified at the cost of the contractor.

ARTICLE 14 CLIENT'S ENGINEER

14.1 Appointment of the CLIENT's Engineer

The CLIENT shall nominate and appoint the engineer-in-charge who shall carry out the duties as are necessary in performance of protection of interest of CLIENT as also may enable parties to achieve the work as intended in terms of the contract. The engineer shall have no authority to amend or alter the contract either on time or cost basis.

- 14.1.1 The appointment of the CLIENT's Engineer shall be made no later than 15 (fifteen) days from the date of this Agreement. The CLIENT shall notify the appointment or replacement of the CLIENT's Engineer to the Contractor.



14.1.2 The staff of the CLIENT's Engineer shall include suitably qualified engineers and other professionals who are appointed to assist the CLIENT's Engineer to carry out its duties.

14.1.3 In addition to nominating CLIENT's engineer, CLIENT shall be free to engage any agency or individual in capacity of project management engineer/Third Party Inspection agency who shall assist CLIENT engineer in fulfilling the role and duty of an engineer as required under the contract.

14.2 Instructions of the CLIENT's Engineer

14.2.1 The CLIENT's Engineer may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the CLIENT's Engineer, or from an assistant to whom appropriate authority has been delegated.

14.2.2 The instructions issued by the CLIENT's Engineer shall be in writing. However, if the CLIENT's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.

14.2.3 In case the Contractor does not receive the confirmation of the oral instruction within the time specified, the Contractor shall seek the written confirmation of the oral instructions from the CLIENT's Engineer. The Contractor shall obtain acknowledgement from the CLIENT's Engineer of the communication seeking written confirmation. In case of failure of the CLIENT's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.



Part IV

Financial Covenants



ARTICLE 15 PAYMENTS

15.1 Contract Price

15.1.1 The CLIENT shall make payments to the Contractor for work on the basis of the lump sum price accepted by the CLIENT in consideration of the obligations specified in this Agreement, which shall be subject to adjustments in accordance with the provisions of this Agreement. For the avoidance of doubt, the Parties expressly agree that the Contract Price shall not include the cost of Maintenance which shall be paid separately in accordance with the provisions of contract. The Parties further agree that save and except as provided in this Agreement, the Contract Price shall be valid and effective until issue of Completion Certificate.

15.1.2 The Contract Price includes all duties, taxes, royalty, and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of this Agreement.

15.1.3 Unless otherwise stated in this Agreement, the Contract Price covers all the Contractor's obligations for work under this Agreement and all things necessary for the Construction and the remedying of any Defects in the Work.

15.1.4 All payments under this Agreement shall be made in Indian Rupees.

15.2 Interim Payment Statement for Works

The Contractor shall submit a statement (the "Interim Payment Statement"), in 3 copies, by the 7th (seventh) day of the month to the CLIENT's Engineer in the form set forth in the format approved by CLIENT engineer, showing the amount calculated to which the Contractor considers himself entitled for completed stage(s) of work. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work. Stage payment shall be determined based on the Terms of Payment given in Volume III – Price Bid.

15.3 Time of payment

15.3.1 The CLIENT shall pay to the Contractor any amount due under any payment certificate issued by the CLIENT's Engineer.

(a) payment shall be made no later than 30 (thirty) days from the date of submission of the Interim Payment Statement by the Contractor to the CLIENT's Engineer for certification subject to, the submission being not required to be referred back to contractor for corrections.

15.4 PRICE ADJUSTMENT

15.4.1 PRICE VARIATION CLAUSE

The price escalation shall be paid only after completion of one year from the date of commencement of the work. If the work is not completed in prescribed time limit by the contractor's own reason, then price escalation shall not be paid. Further, the price escalation shall be paid after one year from the date of commencement of the work or amount of work required to



be done in a year as per Milestones mentioned in bidding data whichever is later. For calculation of amount of work required to be done in a year, only stipulated time allowed for completion of work mentioned in contract i.e 15 Months shall be taken.

For **(a) Labour,**

(b) Materials,

(c) P.O.L.

The amount to be paid / recoverable to the contractor for the work done shall be adjusted for increase or decrease in the rates for labour and materials excepting the cost of those materials supplied by corporation or the cost of those materials on which price escalation / star rate difference is being paid separately.

(a) LABOUR

Increase or decrease in the cost due to labour shall be calculated quarterly in accordance with the following formula.

$$V_i = 0.85 \times \frac{PI}{100} \times R_p \times \frac{(L - L_0)}{L_0}$$

$V_i =$	Increase or decrease in the cost of the work done during the quarter under consideration due to change in rates for labour.
$R_p =$	Value of net work done in rupee during the quarter under consideration after deducting the cost of material on which price escalation / variations or star rate difference is being paid separately and deducting the cost of extra items, whose rates are derived by rate analysis based on market rates and the cost of those materials which are being supplied by Surat Municipal Corporation and full assessed value of secured advance or any advance payment.
$L_0 =$	The average consumer Price index (whole sale prices) for industrial workers for the month in which tenders was received as applicable to Surat as published by Reserve Bank of India for Consumer Price Index Numbers for Industrial workers.
$L =$	The average consumer Price index (whose sale prices) for industrial workers for the quarter under consideration as above.
$PI =$	Percentage of labour components of the item = 25 %



(b) MATERIAL

The increase or decrease in the cost of materials shall be calculated quarterly in accordance with the following formula.

$$V_m = 0.85 \times \frac{P_m}{100} \times R_p \frac{(I - I_o)}{I_o}$$

V_m	Increase or decrease in the cost of work during the quarter under consideration due to change in rates for material.
R_p	Value of net work done in rupee during the quarter under consideration after deducting the cost of material on which price escalation / variations or star rate difference is being paid separately and deducting the cost of extra items, whose rates are derived by rate analysis based on market rates the cost of those materials which are being supplied by Surat Municipal Corporation and full assessed value of secured advance or any advance payment.
I_o	The average wholesale price index (all commodities) as published by Office of Economic Advisor (OEA) for month in which the tenders was received.
I	The average wholesale price index (All commodities) as published by Office of Economic Advisor (OEA) for the quarter under consideration as above.
P_m	Percentage of material components = 70%

(c) FUEL

$$V_d = 0.85 \times \frac{P_d}{100} \times R_P \times \frac{(D - D_o)}{D_o}$$

V_d	Increase or decrease in the cost of the work done during the quarter under consideration due to change in the rates of petrol, oil and Lubricants (P. O. L.).
P_d	Percentage of P. O. L, component of the item = 5%
R_p	Value of net work done in rupee during the quarter under consideration after deducting the cost of material on which price escalation / variation or star rate difference is being paid separately and deducting the cost of extra items, whose rates are derived by rate analysis based on market rates the cost of those materials which are being supplied by Surat Municipal Corporation and full assessed value of secured advance or any advance payment.
D_o	The average price of high speed diesel for Surat from either IOCL or BPCL or HPCL for the month in which the tenders are received.
D	The average price of high speed diesel for Surat from either IOCL or BPCL or HPCL for the quarter under consideration as above.



Notes:

- i) The Price escalation shall be paid on the work done after one year from the date of commencement of the work or amount of work required to be done in a year as per point - 7 of memorandum of works (2.1) of tender whichever is later till the completion of the work / extended time limit.
- ii) Price escalation clause shall be applicable for the work that is carried out within the stipulated time or approved extension thereof, as are not attributed to the contractor. No claim for price adjustment other than those provided herein shall be entertained.
- iii) The percentage of Material, Labour and Fuel for the entire work will be as under;
 - a) Material M: 70% (b) Labour L: 25 % (c) POL: 05%
- iv) “Ceiling limit in respect of percentage for escalation shall be up to 7.5% of the sanctioned tender amount or total amount of work done under this tender whichever is less. In short, no payment shall be made beyond the ceiling limits in any case.
- v) If liquidated damages/work delay penalty to be imposed than price escalation for that period shall not be payable.
- vi) Star Rate difference on cement / reinforcement / Asphalt/VG 30 Bitumen are paid separately, therefore to derive “Rp”, amount deduction shall be done based on basic rate multiply by Quantity of cement/steel/Asphalt/VG 30 Bitumen used.
- vii) Cost of the materials issued by Surat Municipal Corporation to be deducted from Rp.
- viii) Quarter shall be considered as per the Calendar quarter i.e. from Jan. to March, from April to June and so on.
- ix) Star rate for cement Rs.5,200/- per MT & for steel TMT Fe 500D Rs.52,000/- per MT & for Asphalt/VG 30 Bitumen Rs.76,530/- per MT
- x) The decision of Divisional Head shall be conclusive final and binding to the contractor.



**Clause 15.4.2 STAR RATE DIFFERENCE FOR REINFORCEMENT STEEL, CEMENT
& ASPHALT/ VG 30 BITUMEN**

Star rates for:

Cement: Rs. 5200/- per MT + GST

Reinforcement Steel TMT Fe500D: Rs.52,000 /- per MT + GST

Asphalt / VG 30 Bitumen : Rs. 76,530 per MT + GST

The amount payable /recoverable to contractors for the work done including use of cement & reinforcement steel when these materials are not supplied by Surat Municipal Corporation.

The fluctuation in rates of cement & steel shall be adjusted in the bills payable/recoverable to the contractor as per the formula as under:

$$\text{Cement} \quad V_c = B_c \times D_c \times \frac{(CI - Co)}{Co}$$

$$\text{Reinforcement steel} \quad V_s = B_s \times D_s \times \frac{(SI - So)}{So}$$

V_c/V_s =	Difference of amount payable or recoverable during the quarter under consideration due to change in the rates for cement / reinforcement steel.
B_c/B_s =	Basic rate of cement (Rs. 5,600/- per MT) / Reinforcement Steel TMT Fe500D Rs. 52,000/- per MT as per R&B SOR
D_c =	Quantity of cement actually brought by the contractor on site of work for bonafide use.
D_s =	Quantity of reinforcement steel actually brought by the contractor on site of work for bonafide use.
CI/SI =	The(monthly) average corresponding index for cement/reinforcement steel etc. for the month in which goods are received at site (Date of delivery challan). Index as published on website of Office of Economic Advisor (OEA).
Co/So =	Price Index of cement/reinforcement etc. for the month in which the tender documents are received, (as published on website of Office of Economic Advisor (OEA)).

Notes:

1. No ceiling for escalation for difference of Cement/reinforcement steel will be applicable.
2. This clause shall be operative from the date of issue of work order and up to the expiry



of original and extended time limit.

3. This formula shall be individually for individual item for cement/reinforcement steel etc. for calculating adjustment.
4. If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement (actual consumption), then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.
5. Following table should be used for computation of the Star Rate difference.

The sub groups consider for the Cement and Steel are “Steel long” and “Grey Cement” The subgroup for cement and steel shall be taken and those shall be “Mild steel long products” and “Ordinary Portland Cement”

Items Mention in Tender	Corresponding reference in RBI Indices
For Reinforcement Steel / TMT	“Mild steel long products”
For Cement	“Ordinary Portland Cement”

➤ **Star Rate difference Calculation for Bitumen to be brought by Contractor:-**

Star Rate for VG-30 Bitumen=(Rs. 76,530.00 + GST) Per MT

Sr. No.	Date	Vehicle No.	Gate Pass No.	Weight (MT)	Actual Net Amount as per Gate Pass & Discount (Rs.)	Actual Net Rate as per Gate Pass & Discount/ MT (Rs.)	Star Rate with 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:-

- The Contractor shall procure bitumen directly only from HPCL/IOCL/BPCL or any other PSU's.
- 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.
- The number of transport tanker carrying the asphalt shall be furnished by the contractor.
- The test certificate regarding the grade of asphalt as well as test result of bitumen shall have to be produced.
- 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.

- 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.
- No advance payment or secured advance will be payable against bitumen to contractor.
- 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.

15.5 Restrictions on price adjustment

Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the Scheduled Completion Date, as the case may be, including any Time Extension granted thereof in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date, as the case may be.

15.6 Final Payment Statement

15.6.1 Within 60 (sixty) days after receiving the Completion Certificate the Contractor shall submit to the CLIENT's Engineer for consideration six copies of a Final Payment Statement as per approved format by CLIENT engineer (the "Final Payment Statement") for Works, with supporting documents showing in detail, in the form prescribed by the CLIENT's Engineer:

- (a) the summary of Contractor's interim Payment claims for Works as submitted in accordance with contract;
- (b) the amounts received from the CLIENT against each claim; and
- (c) Any further sums which the Contractor considers due to it from the CLIENT.

If the CLIENT's Engineer disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the CLIENT's Engineer may reasonably require. The CLIENT's Engineer shall deliver to the CLIENT:

15.7 Discharge

Upon submission of the Final Payment Statement for Works, the Contractor shall give to the CLIENT, with a copy to the CLIENT's Engineer, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all work arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective, only after the payment due has been made in accordance with the Final Payment Certificate issued.

15.8 Final Payment Certificate

15.8.1 Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the CLIENT's Engineer shall deliver to the CLIENT, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the CLIENT's Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the CLIENT's Engineer shall ascertain from the CLIENT all amounts previously paid by the CLIENT and for all sums to which the CLIENT is



entitled, the balance, if any, due from the CLIENT to the Contractor or from the Contractor to the CLIENT, as the case may be.

- 15.8.2 The CLIENT shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate..

15.9 Change in law

- 15.9.1 If as a result of Change in Law, the Contractor suffers any additional costs in the execution of work or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the CLIENT with a copy to the CLIENT's Engineer of such additional cost due to Change in Law.
- 15.9.2 If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the CLIENT's Engineer of such reduction in cost due to Change in Law.
- 15.9.3 The CLIENT's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the CLIENT, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

15.10 Correction of Interim Payment Certificates

The CLIENT's Engineer may by an Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate issued by the CLIENT's Engineer.



ARTICLE

16 INSURANCE

16.1 Insurance for Works and Maintenance

16.1.1 The Contractor shall effect and maintain at its own cost the insurances as per the requirements of CLIENT and Law.

16.1.2 The CLIENT and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this contract or cannot be recovered from the insurers.

16.1.3 The Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the CLIENT from and against any and all losses, damages, costs, charges and/or claims with respect to:

- (a) The death of or injury to any person; or
- (b) The loss of or damage to any property (other than work);

That may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of work or the remedying of any Defects therein.

16.1.4 The CLIENT shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

- (a) The use or occupation of land or any part thereof by the CLIENT;
- (b) The right of the CLIENT to execute work, or any part thereof, on, over, under, in or through any land;
- (c) The damage to property which is the unavoidable result of the execution and completion of work, or the remedying of any Defects therein, in accordance with this Agreement; and
- (d) The death of or injury to persons or loss of or damage to property resulting from any act or neglect of the CLIENT, its agents, servants or other contractors, not being employed by the Contractor.

16.1.5 Without prejudice to the obligations of the Parties the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.

16.1.6 The Contractor shall provide to the CLIENT, within 30 days of the commencement Date, evidence of professional liability insurance maintained by its Design Consultant and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

16.2 Notice to the CLIENT

No later than 15 (fifteen) days after the date of this Agreement, the Contractor shall by notice furnish to the SMC, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with contract and trade practice. Within 15



(fifteen) days of receipt of such notice, the SMC may require the Contractor to effect and maintain such other insurances as may be necessary.

16.3 Evidence of Insurance Cover

16.3.1 All insurances obtained by the Contractor in accordance with this contract shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10(Ten) days from the commencement date, the Contractor shall furnish to the CLIENT not arised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the CLIENT. The Contractor shall act in accordance with the directions of the CLIENT, provided that the Contractor shall produce to the CLIENT the insurance policies in force and the receipts for payment of the current premium.

16.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement. CLIENT shall be entitled to stop any payment at any time if on demand the contractors fail to satisfy CLIENT about all Insurance policies being held in valid and enforceable form.

16.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the CLIENT shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Contractor.

16.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, the CLIENT, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

16.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the CLIENT and its assigns, undertakings and their subsidiaries, Affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.



16.7 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the CLIENT shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for death or injury resulting from any act, omission or default of the CLIENT, its agents or servants. The Contractor shall indemnify and keep indemnified the CLIENT from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the CLIENT shall be liable.

16.8 Insurance against accident to workmen

The Contractor shall effect and maintain during the Agreement such insurances as may be required to insure the Contractor's personnel and any other persons employed by it on the Work from and against any liability incurred. The Contractor's personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel.

16.9 Application of insurance proceeds

The proceeds from all insurance claims, except for life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Work and the provisions of this Agreement in respect of construction of works shall apply mutatis mutandis to work undertaken out of the proceeds of insurance.

16.10 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party from and against all losses and claims arising from its failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.



Part V

Force Majeure and Termination



ARTICLE 17 FORCE MAJEURE

17.1 Force Majeure

As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean Acts of God beyond the control of human beings and those which cannot be foreseen resulting in circumstances affecting the performance of the contract. It may also include any Political, Social or Legal act whose consequence on the progress of the work would have analogous effect as Acts of God rendering parties to this contract completely helpless to amend the situation and keep the contract performing. The only remedy against the circumstance of force majeure affecting the progress shall be grant of extension of time for performance as found reasonable in opinion of CLIENT and no other compensation what so ever shall be payable or be liability of CLIENT.

ARTICLE 18 SUSPENSION OF CONTRACTOR’S RIGHTS

18.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the CLIENT shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of work or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorised any other person to exercise or perform the same on its behalf during such suspension (the “Suspension”). Suspension hereunder shall be effective forthwith upon issue of notice by the CLIENT to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

18.2 CLIENT to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the CLIENT for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the CLIENT for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the CLIENT or any other person authorised by to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Work and its construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

18.3 Revocation of Suspension

18.3.1 In the event that the CLIENT shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the CLIENT may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

18.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the CLIENT shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.



ARTICLE 19

TERMINATION

19.1 Termination for Contractor Default

19.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the time limit specified by CLIENT the Contractor shall be deemed to be in default of this Agreement (the “Contractor Default”), unless the default has occurred solely as a result of any breach of this Agreement by the CLIENT or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due in accordance with the provisions of contract, subject to any Time Extension, and continues to be in default for 45 (forty-five) days;
- (d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Work without the prior written consent of the CLIENT;
- (e) the Contractor fails to proceed with work in accordance with the provisions of contract or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the CLIENT’s Engineer;
- (f) failure to complete the Punch List items within the periods stipulated contract;
- (g) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the CLIENT’s Engineer;
- (h) the Contractor subcontracts work or any part thereof in violation of this Agreement or assigns any part of work or the Maintenance without the prior approval of the CLIENT;
- (i) the Contractor creates any Encumbrance in breach of this Agreement;
- (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- (k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- (l) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the CLIENT, a Material Adverse Effect;



- (m) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:
 - (i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
 - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor.
- (n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (o) the Contractor submits to the CLIENT any statement, notice or other document, in written or electronic form, which has a material effect on the CLIENT's rights, obligations or interests and which is false in material particulars;
- (p) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the CLIENT.

19.1.2 Without prejudice to any other rights or remedies which the CLIENT may have under this Agreement, upon occurrence of a Contractor Default, the CLIENT shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the CLIENT shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.1.3 After termination of this Agreement for Contractor Default, the CLIENT may complete work and/or arrange for any other entities to do so. The CLIENT and these entities may then use any Materials, Plant and equipment, Contractor's documents and the contractor shall have no entitlement to remove and or take possession of any plant, machineries, materials, equipments without the consent of CLIENT who shall then have the entitlement to engage and use these for completing the balance work as may be in the best interest of the work. In that event the certificate of any payment, fee, charge that may be due to contractor for such use shall be final and binding.

19.2 Termination for CLIENT's convenience

Notwithstanding anything stated hereinabove, the CLIENT may terminate this Agreement for



convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder. This shall amount to foreclosure of contract whereby the parties will treat the contract as nullified and settled the account in such a way that no party retains any unearned benefit at the point of foreclosure.

19.3 Requirements after Termination

Upon Termination of this Agreement, the Contractor shall comply with and conform to the following:

- (a) deliver to the CLIENT all Plant and Materials which shall have become the property of the CLIENT
- (b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to work, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the “as built” Drawings for work;
- (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
- (d) vacate the Site within 15 (fifteen) days or any further period if permitted by CLIENT in writing.
- (e) In the event contractor for whatever reason fails to vacate the site, where upon he has no permission to enter for performance of work, he shall be declared as unauthorised person and thereafter shall be liable to all actions as trespassers as and when he, his agents, vendors, sub-contractor or anyone without permission of CLIENT attempts to enter the site.

19.4 Valuation of Unpaid Works

19.4.1 Within a period of 45 (forty-five) days after Termination, as the case may be, has taken effect, the CLIENT’s Engineer shall proceed to determine as follows the valuation of unpaid Works (the “Valuation of Unpaid Works”):

- (a) value of the completed stage of work, less payments already made;
- (b) Reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards; and
- (c) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.
- d) The Rates to be Operated for this clause shall be on SOR used for Preparation of estimate adjusted for contract price quoted (% above /below estimated cost) including escalation if permissible.

19.4.2 The Valuation of Unpaid Works shall be communicated by CLIENT to the Contractor, within a period of 30 (thirty) days from the date of Termination.



19.5 Termination Payment

19.5.1 Upon Termination on account of Contractor's Default, the CLIENT shall:

- (a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security, claim the amount, as agreed pre-determined compensation to the CLIENT for any losses, delays and cost of completing work and Maintenance, if any;
- (b) encash and appropriate the bank guarantee, if any, for and in respect of any dues as may be recoverable from the contractor.
- (c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable or recoverable, as the case may be, in accordance with the provisions of this Agreement.

19.6 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever

- (a) Property and ownership in all Materials, Plant and Works and the Work shall, as between the Contractor and the CLIENT, vest in the CLIENT in whole;
- (b) Risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the CLIENT; and
- (c) the CLIENT shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements, construction plants and equipment of the Contractor, which have not been vested in the CLIENT in accordance with the provisions of this Agreement.



Part VI

Other Provisions



ARTICLE 20

LIABILITY AND INDEMNITY

20.1 General indemnity

The Contractor will indemnify, defend, save and hold harmless the CLIENT and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “CLIENT Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the CLIENT Indemnified Persons.

20.2 Indemnity by the Contractor

20.2.1 The Contractor shall fully indemnify, hold harmless and defend the CLIENT and the CLIENT Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or
- (c) Non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

20.2.2 The Contractor shall fully indemnify, hold harmless and defend the CLIENT Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the CLIENT Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, used by the Contractor or by the Sub-contractors in performing the Contractor’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the CLIENT a license, at no cost to the CLIENT, authorizing continued use of the infringing work. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.



ARTICLE 21 MISCELLANEOUS

21.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Surat shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

21.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

21.3 Delayed payments

The interim payments shall generally be made as per the provision of the contract. However, it is clearly understood that all such payments are to be treated as and by way of advance against the final consideration and therefore there shall be no entitlement of any compensation for any inconvenience on account of delay being caused in payment of interim certificate.

21.4 Waiver

21.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement: -

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- (c) shall not affect the validity or enforceability of this Agreement in any manner.

21.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.



21.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the CLIENT or the CLIENT's Engineer of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Work nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and
- (b) The CLIENT shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

21.6 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

21.7 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

21.8 Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

21.9 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be addressed to following offices.

a) For Contractor

b) For CLIENT



21.10 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

21.11 Limitation of Liability

21.11.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement'

21.11.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

ARTICLE 22

DISPUTE RESOLUTION MECHANISM

22.1 Resolution of Disputes:

In event of any dispute or differences arising out of or related to this contract during or after the completion, abandonment or termination of the contract arise between the parties, the same shall be settled by a techno legal committee to be nominated by CLIENT. This committee shall hear the parties on difference and make their recommendations which shall be final and binding till completion of the job. The committee in interest of smooth operation of the contract shall meet once in a month to sort out and resolve all or any such difference which might have arisen or which have potential to arise. The cost of engaging techno legal committee shall be equally shared by the parties. It is clearly understood that this mechanism is not intended to be a process of Alternative Dispute resolution including arbitration and is intended only for the purpose of smooth operation of the contract during the performance.



Part - VII
ADDITIONAL TERMS RELATED TO WORK



ARTICLE 23

EMPLOYMENT OF QUALIFIED ENGINEER BY THE CONTRACTOR:

The Contractor shall employ adequate numbers of full time technically qualified engineers during the execution of this work. The Engineers so employed for the work must have sufficient experience to handle the work independently. Such Engineers shall have to stay at the site of work and they shall not be entrusted with any other duty except of this work. Even if the contractor or a partner of the Contractor, firm is a Graduate Civil Engineer, employment of adequate number of engineers will however be necessary for the execution of the work on site as may be decided by the Engineer-In-Charge.

Appointment of [1] Safety Engineer min 5 years' experience, with assistant engineers with 2 years' experience exclusively for this work is obligatory. They should have a track record of working as a safety expert at bridge / flyover sites.

[2] The Erection Expert shall be appointed by contractor and he shall be a Bridge (Civil) Engineer with sufficient experience in the field of Erection of centering, shuttering, launching of girders etc. He shall prepare detailed stage-wise methodology of erection including drawings and get the same approved at least 60 days before actual starting of the erection at the site. The safety aspects shall be highlighted in the methodology of Erection.

[3] Also in addition to above, at site one B.E(Civil) Engineer (Project Manager) with 10 years experience of PSC bridges and 2 Nos B.E(civil) engineers (Asst Project manager) with minimum 5 year's experience in Bridge for quality control, safety measures, etc. shall be appointed for full time.

[4] 2 Nos Diploma civil Engineers for survey, and checking levels and preparation of drawing in AUTOCAD, with Total station, and latest level equipment shall be appointed full time at site, exclusively for this project. Adequate staff for DTP works, Laboratory testing shall be appointed and shall be available at site as and when required.

ARTICLE 24

TESTING OF MATERIALS

- (a) All materials before being utilized in works shall be inspected and tested, if found necessary, by the Engineer-In-Charge or his representative. The nature of testing and periodical intervals at which such testing is to be done etc. shall be as per the latest editions of relevant **IS /IRC/IRS Codes, MORT&H Standards and R&B Specifications** determined by the Engineer-In-Charge. The day-to-day and periodical tests to be carried out on materials, mixes and placed concrete, mortar etc. shall be specified by the Engineer-In-Charge from time to time and the Contractor shall provide free of cost all facilities towards collections of samples etc. Unless otherwise specified, labours for collecting samples and the transportation of the samples to quality control authorities for test electricity, fuel, water curing tank and stores etc. required for testing of material shall be provided free of cost by the Contractor.
- (b) The materials shall be tested in laboratory, like approved by CLIENT or at any other place directed by the Engineer-In-Charge. The contractor shall obtain the test results from the concerned authority and the results given by such authorities shall be considered to



determine whether all materials, workmanship are of respective standards described in contract and in accordance with instruction of the Engineer-In-Charge. The Contractor's representatives shall, however, be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and methods adopted. It shall then be the Contractor's responsibility to produce on the work, materials and finished item to the standard as determined by the laboratory tests or to take follow up action to rectify the quality. Testing charges for testing materials, mixes and completed work shall be borne by the Contractor. Also in case of any additional tests than those specified in detailed technical specification and/or in **relevant Indian Standards / I.S. specifications**, the cost of such additional test shall be borne by the contractor. In all cases the contractor shall supply materials, mixes etc. required for test free of cost. Also contractor shall extend co-operation to facilitate testing procedure by transporting testing materials etc. free of cost.

- (c) The Contractor shall make suitable arrangements, so that one of his representatives remains present at the time of taking samples and shall authenticate the facts. If the Contractor, fail to keep his representative present at site at the time of taking samples or fail to provide required labourers and other equipment to collect the samples, the same shall be taken by the **Surat Municipal Corporation, Surat** and the samples selected shall be considered authentic. The cost incurred by **Surat Municipal Corporation, Surat**, when the Contractor fails to provide required men and materials for collecting samples and or their transport shall be recovered from the Contractor.

ARTICLE 25

MAINTAINING PUBLIC TRAFFIC:

- (1) The Contractor shall make all necessary provisions for diversions and maintaining the flow of public traffic and conduct his operations for the construction of the bridge approaches so as to offer the least possible obstruction and inconvenience to public traffic. Temporary approaches to crossings or intersecting roads shall be provided and kept in good condition. Public traffic shall be permitted to cross over and pass through construction operations at all times with as little inconvenience and delays as possible and the Contractor shall, when so directed, provide and station competent flagman whose sole duties shall consist of directing and controlling the movement of public traffic either through or around the work.
- (2) Where public traffic is required to cross over or pass through the work, construction operation shall be so conducted as to provide a reasonably smooth, even, dustless and unobstructed passage for traffic at all times. Water shall be sprinkled as directed for the abatement of dust in connection with maintaining public traffic. The Contractor shall construct temporary connection of sufficient width for traffic between the existing road way and new construction where necessary. At any and all points along with the work where the nature of the construction operations in progress and the equipment and machinery in use are of such character as to



endanger passing traffic, the Contractor shall provide such personnel as may be necessary to safeguard against accident and avoid damage or injury to passing traffic.

ARTICLE 26

DEFAULTS BY CONTRACTOR:

If the contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of contract the Engineer-in-charge shall give notice to the contractor, identifying deficiencies in performance and demanding corrective action. After serving such notice the contractor shall not remove any plant, equipment and material from the site. The CLIENT shall have lien on such plant, equipment; materials from the date of notice served till the said deficiencies have been corrected.

If contractor fails to take satisfactory corrective action within ten days of such notice, the E.I.C. on behalf of S.M.C shall terminate the contract in whole. In case entire contract is terminated the amount of security deposit and performance bond together with amount of work done but not paid for shall be forfeited to the CLIENT. The Plant and equipment and materials held under this clause shall then be at the disposal of the CLIENT to recover the amount equivalent to liquidated damages.

ARTICLE 27

LIABILITY OF CONTRACTOR AFTER TAKING OVER OF COMPLETED PORTION OF WORK:

Surat Municipal Corporation may take over the work after getting completion work. The liability of the Contractor for those portions shall extend to a period of 12 months from the actual date on which such portions of the works were taken over or defect liability period whichever is later.

ARTICLE 28 SAFETY PROVISIONS:

- 1 The Contractor in his operations shall arrange for the safety measure as required inclusive of the provisions in the safety manual Published by the Railways and Central Water and Power Commission, New Delhi (January -1962 edition. Reprinted in November 1986). In case the Contractor fails to make such arrangements, the Engineer-In-Charge shall be entitled to cause them to be provided and to recover the costs there of from the Contractor.
- 2 For failure to comply with the provisions of the Safety Manual the Contractor shall, without prejudice to any other liabilities, Penalty will be imposed as directed by engineer in charge/ CLIENT.



IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED

For and on behalf of CLIENT
by:
(Signature)
(Name)
(Designation)

In the presence of:

- 1.
- 2.

{COUNTERSIGNED and accepted by:
Name and particulars of other members of the Consortium}

SIGNED, SEALED AND
DELIVERED

For and on behalf of
THE CONTRACTOR by:
(Signature)
(Name)
(Designation)



Section VIII - Forms of Security and Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of Acceptance.....
Undertaking on Earnest Money Surrender.....
Format of Bank Guarantee.....



Letter of Acceptance
[on letterhead paper of the Employer]

..... **date.**

To: **name and address of the Contractor**.....

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated . . . **date.** . . . for execution of the
.name of the contract and identification number, as given in the Notice Inviting
Tender for the Accepted Contract Amount of the equivalent of
amount in numbers and words and name of currency, as corrected and
modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the
Conditions of Contract, using for that purpose the *of* the Performance Security Form
included in Section VII (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement



UNDERTAKING ON EARNEST MONEY SURRENDER:

I/We hereby tender for carrying out **“WIDENING OF EXISTING CANAL CULVERT/BRIDGE STRUCTURE ON 60.0 M WIDE D.P. ROAD CONNECTING NATIONAL HIGH WAY IN WEST ZONE (RANDER) AREA”**. (herein before and herein after referred to a client of the work) as specified in the memorandum & under Price-Bid showing items of work to be carried out within time specified therein and in accordance with all specifications, designs, drawings and instructions in writing referred to in provisions under annexed conditions to be procured by us. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed thereto as fully applicable, and in default thereof, agree to forfeiture of and pay to the client, the sums of Earnest money mentioned in the said conditions.

Receipt No. _____ dated _____ from client, in respect of the sum or Rs. _____ /- deposited, be in the from of D.D./ Pay Order
Rs. _____ /- and Pay Order/Demand Draft drawn for Rs. _____ /- bearing No. _____ dated _____ on the _____ drawn in favor of _____ is herewith forwarded representing the earnest money, the full value of which is to be absolutely forfeited to client, should I/We not deposit the full amount of security deposit specified in the memorandum, and in accordance with clause 5 of para 5.1 of the said conditions, otherwise the said sum of Rs. _____ /- shall be refunded

Amount to be specified
in figures and words.

Place:

Date:

Address :

Signature of the
contracting agency submitting
the tender

Signed and given in presence of _____

Address:

Occupation :

Signature of witness to
the contracting agency.



Rs.300/- Stamp

FORMAT FOR 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) (hereinafter called "Contractor" for the work of (Name of work) for the deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of (hereinafter referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the Surat Municipal Corporation an Amount not exceeding Rs..... against any loss or damage caused to or suffered by Surat Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said Contractor.
- [2] We Bank of..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Surat Municipal Corporation stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Surat Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs..... .
- [3] We undertake to pay the Surat Municipal Corporation any money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit of 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 there under 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 of further agree with the Surat Municipal Corporation that the Surat Municipal Corporation shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the Surat Municipal Corporation against the said contractor and to enforce 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 breach, act or omission of the part of the Surat Municipal Corporation or any indulgence by the Surat Municipal Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have of a relieving us.
- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of lastly under take not to revoke during its currency except with the previous consent of the Surat Municipal Corporation in writing.

NOT WITH STANDING ANYTHING CONTAINED HERE IN:

- [1] Our liability under this bank guarantee is restricted to Rs.
- [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 thereof under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt.

THIS BANK GUARANTEE IS ENCASHABLE AT BRANCH OFFICE OF SURAT

- [4] In written of bank has executed this present the day and year first written.
Date the, Month, Year for (Bank name).

**Seal, stamp and signature
of Bank's authorized Signatory**



SECTION IX - APPROVED LIST OF BANKS

Annexure –I

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

1. All Nationalized Banks.

B. Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2027. The validity cut-off date in GR is with respect to date of issued Bank Guarantee irrespective of date of termination of Bank Guarantee.

Sr. No.	Bank Name	Sr. No.	Bank Name
1	AXIS Bank	24	Standard Chartered Bank
2	AU Small Finance Bank	25	South Indian Bank
3	Bandhan Bank	26	Tamilnad Mercantile Bank
4	City Union Bank	27	Ujjivan Small Finance Bank
5	CSB Bank	28	YES Bank
6	DBS Bank India Limited	29	Ahmedabad Mercantile Co-op. Bank
7	DCB Bank	30	Nutan Nagrik Sahkari Bank Ltd.
8	Dhanlaxmi Bank	31	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	32	Saraswat Co-Operative Bank Ltd.
10	Federal Bank	33	SVC Co-Operative Bank Ltd.
11	HDFC Bank	34	The Cosmos Co-op Bank Ltd.
12	HSBC Bank	35	The Gujarat State Co-operative Bank
13	ICICI Bank	36	The Surat District Co-op Bank
14	IDBI Bank	37	The Surat People's Co-op. Bank Ltd.
15	IDFC First Bank	38	The Baroda Central Co-operative Bank
16	IndusInd Bank	39	The Panchmahal District Co-operative Bank
17	Jammu & Kashmir Bank	40	The Kalupur Commercial Co-Op. Bank
18	Jana Small Finance Bank	41	The Rajkot Commercial Co-operative Bank
19	Karnataka Bank	42	The Banaskantha Mercantile Co-Op. Bank Ltd.
20	Karur Vysya Bank	43	Gujarat Gramin Bank
21	Kotak Mahindra Bank		
22	RBL Bank		
23	SBPP Co-operative Bank Ltd.		

Such bank guarantee etc. should be encashable at Surat only.



Form No: 12

SITE VISIT CERTIFICATE

(On Letter Head of firm)

..... (Date)

To..... (Name and address of the Contractor).

Dear Sir,

I hereby assure that, I/my authorized representative have visited and examined the site fully and have considered all the parameters including visible/hidden hindrances which may or may not be affect quoting of bid as well as execution.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency