SURAT MUNICIPAL CORPORATION

SOUTH ZONE-A (Udhana)

TENDER NOTICE NO.DMC/SZ-A/01/2026-27

VOLUME I – Technical Bid

Bidding Documents for

Name of Work:- Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)

(Instruction to Bidders (PQ), Qualification Forms, GCC, SCC, Technical Specifications, Format of Securities, Form of Agreement, Drawings)

BIDDING DOCUMENT – PERCENTAGE RATE CONTRACT

LAST DATE FOR ONLINE SUBMISSION OF TENDERS: 02/06/2026 UP TO 18.00 Hrs(IST)

LAST DATE & TIME OF PHYSICAL SUBMISSION: 10/06/2026 UP TO 18.00 Hrs(IST)

May-2026

SURAT MUNICIPAL CORPORATION

Tender Notice (Online) No: DMC/SZ-A/01/2026-27

Name of work: Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).

BIDDING DOCUMENTS FOR PERCENTAGE RATE CONTRACT BID DOCUMENT

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VOLUME-1:TENDER NOTICE

(Can be seen online and to be submitted online through https://smctender.nprocure.com)

Tender Notice (Online) No: **DMC/SZ-A/01/2026-27**

Online tender consisting of EMD, Tender fee and other undertakings/ Affidavit are invited by Regd. Post / Speed Post through postal authority only, so as to reach "Chief Accountant, Surat Municipal Corporation, Surat-395003." on or before the date mentioned below.

Tender Notice No.	DMC/SZ-A/01/2026-27	
Organization Name	Surat Municipal Corporation (SMC) Surat, Gujarat	
Department/Zone Name	South Zone-A (Udhana).	
Name of Work	Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).	
Tender Type	Online Open – Percentage rate basis.	
Bidder Nationality	National Competitive Bidding (NCB)	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees.	
Joint Venture/ Consortium	Not Allowed.	
Schedule of E-Tender	**Downloading of Tender Documents**	**Dt.12/05/2026** to **Dt.02/06/2026** up to 18:00 hrs. (IST).
	Bidder Queries Submission	Bidders shall have to send their queries on E-mail address exen.sza@suratmunicipal.org on or before **Dt. 20/05/2026** Up to 17.00 hrs. (IST).
	Last date of Online Bid Submission	**Dt.02/06/2026** Up to 18.00 hrs.(IST)
	Physical submission of Earnest Money Deposit (EMD), tender fee and all necessary documents, supporting documents specified in the Tender document, and Addenda Corrigendum if any.	**Dt.10/06/2026** upto 18.00 Hrs. (IST). To The Chief Accountant, Surat Municipal Corporation, Mugalisara, Surat-395003 by R.P.A.D / Speed Post

	Opening of Technical Bid (Online) along with Eligibility and Qualification Submission documents (i.e., Opening of Physically submitted Documents)	**Dt. 03/06/2026** at11.00hrs (IST) onwards

	Opening of Price Bid, (Online)	INTIMATED LATER (ONLINE)
	Bid validity period	120 days.
	Project Completion	24 months (Excluding monsoon)
Payment Details	**Document Fee**	**Rs.12,000+18%GST = Rs.14,160/-** In form of pay order OR Account Payee Demand Draft payable in favour of *The Commissioner, Surat Municipal Corporation*.
	Estimated Value	**Rs.5,47,32,331.12/-**
	EMD (BID SECURITY)	**Rs.5,48,000/-**to the extent of 100% in the form of Demand Draft or pay order **OR** 50% in the form of Bank Guarantee & balance 50% In form of Demand Draft or Pay order from approved Banks as per attached list in Form 5 specified in section VII only in favor of Commissioner, Surat Municipal Corporation, Surat and payable at Surat.
General Terms & Conditions	Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act.2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. **DOWNLOAD OF TENDER DOCUMENT:** The tender documents for this work are available only in electronic format which can be downloaded free of cost by the bidder. **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. Bidder shall have to submit separate account payee DD for Tender Fee and EMD drawn in favour of ***Commissioner, Surat Municipal Corporation, Surat.***	

	OPENING OF TENDER: The Technical Bid will be opened on the specified date online on website *https://smctender.nprocure.com*. Bidders or their representative who wish to participate in online tender opening can log on to *https://smctender.nprocure.com* on the due date and time, mark their presence and participate in online tender opening. Bidders who wish to remain present at Surat Municipal Corporation, South Zone-A (Udhana) at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.
Information for online participation	1. Internet site address for e-Tendering activities will be *https://smctender.nprocure.com* 2. Interested bidders can view detailed tender notice and download tender document from the above-mentioned website. 3. Bidders who wish to participate in online tender have to register with the website through the ''New User Registration'' link provided on the home page. Bidder will create login id & password on their own in registration process. 4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact – M/s (n)code solution 301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 79 26857317 Tel: +91 79 26857318 URL:https://smctender.nprocure.com 5. Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, and Price bid only. 6. Bidder shall have to upload scanned copies of reference documents in support of their eligibility of the bid with tender fee & EMD Demand Draft in Electronic format through online (by scanning) system. 7. All documents must be colored scanned to be seen as original. 8. All the black and grey documents must be notarized with clearly displaying stamp, number and name of the notary. 9. After filling data in predefined forms, bidders need to click on final submission link to submit their encrypted bid. Bidder must submit Tender Fees, EMD and also affidavit/ undertakings in electronic format as well in hardcopy. 10. **For the purpose of realization of tender fee and EMD** The bidder should submit the demand draft for EMD & tender fee in electronic format (by scanning) through online while uploading the bid. However, for the purpose of realization of Demand draft, the bidder should submit the demand draft in original through RPAD/ Speed post so as to reach to the account department (SMC Main office) within 7 days from the last date of uploading bid. as per Annexure-D Punitive action for not submitting demand draft in Original to Account department (Main office) by bidder shall be initiated and action shall be taken for abeyance of registration

	and cancellation e-tendering code for year. Any document in supporting of bid shall be in electronic format only through online (by scanning) and its hard copy will not be accepted separately.

DOMESTIC COMPETITIVE BIDDING

INVITATION FOR BID (IFB)

Date:

The Deputy Municipal Commissioner, Surat Municipal Corporation, Surat on behalf of Surat Municipal Corporation invites bids for the works detailed in Table 1 given here.

Table-1

Sr. No.	Name of Works	Approximate value of works(Estimated Project Cost) (Rs.)	Bid Security/ EMD (Rs.)	Completion Period
(1)	(2)	(3)	(4)	(5)
1	Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(2nd Attempt).	**5,47,32,331.12/-**	**5,48,000/-**	24 months (excluding Monsoon)

The above work shall be executed on a Percentage rate contract. The Contractor is also required to maintain the above works for a Defect Liability Period after construction. Abrief description of the work is as specified in Table 1.

1. Bidding is open to all eligible and qualified bidders meeting the eligibility and qualification criteria as specified in clause no.3 and 4 of Instructions to Bidders. Bidders should, however, be registered with the Central /State Governments, or Central/State Government undertakings or registered in Surat Municipal Corporation as **"A"** or equivalent **Special Road Category class-"II"** contractor.
2. Bidding documents can be downloaded from the SMC website *www.smctender.nprocure.com* from **Dt.12/05/2026 to Dt.02/06/2026** up to **18:00 Hrs** (IST). The Bidders are required to submit a refundable Tender fee and EMD as specified in Tender Notice from enlisted Banks in Form 5specified in Section VII to SMC along with other Eligibility and Qualification Submissions specified in clause 4.2 and clause 12 of Instruction to Bidder. Any bid without Tender Fee and/or EMD shall be out rightly rejected.
3. Dully filled and signed copies of Form no 1 to 11 specified in Section III of Instruction to Bidder section shall be submitted online along with Eligibility and Qualification Submissions online.
4. Tender Fee, EMD/Bid Security specified in the Tender document and addenda Corrigendum, if any; and undertaking/ Affidavit only should be submitted physically as per the relevant clauses of Instruction to Bidder section. Details of Eligibility and Qualification Submissions are specified in clauses 12 and 4.2 of Instruction to Bidder section.
5. Price Bid shall be submitted online only.
6. Details required in hard copy (i.e Tender fee, E.M.D and undertaking/Affidavit and addenda/Corrigendum, if any) must be delivered to Chief Accountant, Surat Municipal Corporation, Mugalisara, Surat 395003 by R.P.A.D/ Speed Post, on or before **Dt.10/06/2026** up to 18:00 hours (IST) through Registered Post/speed post of Indian postal department (Hand delivery or delivery through courier is not allowed). Technical Bid (online) along with Eligibility and Qualification Submissions will be opened on **Dt.03/06/2026** at 11:00 hours (IST)onwards, if possible, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

7. Bids must be accompanied by the earnest money (Bid Security) of the amount specified for the work in the Table-1 of the IFB. The earnest money will have to be in the form as specified in Tender Notice and Tender Document.
8. No Physical Pre-bid meeting shall be held. Bidders shall have to send their queries on email address: *exen.sza@suratmunicipal.org* on or before**Dt.20/05/2026** and Time: up to 17:00hrs. (IST). Answers to the queries shall be circulated electronically.
9. Bid document consists of Instruction to Bidders, BOQs, General Conditions of Contract, Technical Specifications and Drawings. Details of each can be seen in the Bidding documents.
10. If SMC is convinced that the Bidder has resorted to material misrepresentation or provided fraudulent information/statement, the said Bidder will be liable for disqualification/rejection any stage.
11. Surat Municipal Corporation, Surat reserves the right to reduce/ increase the scope of work and contract without assigning any reason thereof.
12. The Price Bids of those bidders who are shortlisted and qualified as per the eligibility and qualification criteria will be opened on the date to be intimated to them later.
13. A bidder shall not be permitted to bid for works in the division responsible for award and execution of contracts in which his or his spouse near relative (defined as first blood relations, and their spouses) is posted as an officer in any capacity between the grades of City Engineer and Technical Supervisor (both inclusive) or equivalent post.
14. No Engineer of officer rank or other officer employed in Engineering or Administrative duties in an Engineering Department of the Surat Municipal Corporation is allowed to work as a Contractor for a period of two years after his retirement from Surat Municipal Corporation service, without Surat Municipal Corporation's permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
15. Conditional Bid shall not be accepted and liable for rejection.
16. SMC's decision for selection or rejection of the offers shall be final and binding to all.
    Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format 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/tender of those tenderers whose E.M.D. & Tender fee are received electronically, shall be opened. However, for the purpose of realization of D.D., bidder shall send the D.D.in original through RPAD/ Speed Post so as reach to Account Department (main Office) within 7 (Seven) days from the last date of uploading bid. as per **Annexure-D** Punitive action shall be initiated for non-submission of D.D. in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for one year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.
    - **All documents must be colored scanned to be seen as original.**
    - **All the black and grey documents must be notarized with clearly displaying stamp, number and name of notary.**

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

SECTION I – INSTRUCTIONS TO BIDDERS (ITB)

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A. General

1. **Scope of Work**

1.1 Surat Municipal Corporation hereinafter called "Employer" or “SMC” invites bids for the construction of works (as defined in these documents, hereinafter referred to as "the Works") detailed in the table given in the Notice Inviting Tenders.

1.2 The Scope of Works comprising followings:

a) Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).as per the BOQs specified in Section VI, Drawings specified in Section VIII and Technical Specification specified in Section V. The Works also includes following as well as other works specified elsewhere in the bidding document.

i. Site clearance, removal of tree stumps and dismantling of obstructions, encroachments, liaisoning for utility shifting with respective authorities/agencies etc. if any before during Works.

ii. The scope of work includes construction of all the items specified in BOQ, drawings & specifications along with incidental work to complete the project as per conditions laid in the contract document.

iii. True and proper setting out and layout of the Works, setting of benchmarks, preparation of working drawings where required and provisions of all necessary labour, instruments, and appliances;

iv. Any other item of work as may be required to be carried out for completing the work in all respects in accordance with the provisions of the Contract.

b) Regular Repair and Maintenance: The Contractor is required to carry out Regular Repair/Maintenance/Improvement Work during the Defect Liability cum Maintenance Period.

c) Repair/Maintenance/Improvement Work to be done in accordance with the Indent.

i. Employer or representative of employer shall issue Indent/Maintenance Notice during the Defect Liability Period cum Maintenance Period specifying the need for repair & maintenance work (the “Indent”). Such Indent shall be in writing and shall also specify the types of Works to be carried out and also Intended Completion Date of all such Work. It will also specify work that arise owing Vandalism and Accident or regular defects in initial work, manufacturing defect or requirement of regular maintenance. The decision of Engineer in charge shall be final. All such Work shall be completed in an Intended Completion Date specified in the Indent after consulting the contractor. However, the decision of Employer/Engineer in Charge shall be final in this regard. Any breach or delay in work shall be resulted in to damages. Damages shall be commensurate with types of breach.

ii. The Contractor is further also required to carry out inspection of the site during the Defect Liability cum Maintenance Period and send an inspection report to Engineer In-charge in interval of every six months. The Contractor shall indicate status of elements, need of maintenance/repair/replacement and name, designation and contact details of Supervisor deployed for Inspection. The format of the Inspection Report shall be finalized in consultation with Engineer-In-charge. The engineer-in-charge shall also give

the contractor a notice through phone calls/email/fax writing about the defect and contractor shall make rectify the same if urgent/critical need of rectification arises.

iii. The cost of any Repair and Maintenance Works required to be carried out owing to defect in works/manufacturing, wear and tear, damages attributable to the Contractor's or to accident/ vandalism by the employee or people hired by Contractor shall be borne by the contractor himself. Only the cost of repair and maintenance on account of Vandalism or Accidents by third parties shall be reimbursed by the Employer.

iv. The Contractor shall ensure quality assurance of various components of the Repair and Maintenance Works as per the Technical Specification and relevant standards of BIS and IRC.

v. The Contractor is required to maintain adequate inventory of major Items.

vi. Upon completion of repair/ maintenance work, Contractor is required to clear the Project Site from the debris and additional non-consumables immediately.

d) The Contractor is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair& Maintenance Period as per the relevant clause of GCC, IRC, MoRT&H guideline and Technical Specification.

e) The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract.

f) The Works shall also include followings -

i. Coordinate and on liaison with concerned authorities for cutting of trees, shifting of utilities both surfaced and underground if required and removal of encroachments etc. and making the site unencumbered from the project construction area required for completion of work. This will include initial and frequent follow-up meetings/actions/discussions with concerned service provider/authorities. The contractor will not be entitled for any payment for the coordination work other than specified in tender document. The Contractor is required do all liaison work related to above-specified work with concern agency like forest department, traffic police, utility providers like DGVCL, GGCL, BSNL, ONGC etc.

ii. Payment for cutting of trees and shifting of utilities as required by the concerned department shall be made by the Employer. But necessary approval and liaisoning for documentation of such approvals shall be done by contractor. The Employer will only assist for expediting and facilitating cutting of trees, shifting of utilities and removal of encroachment etc.

iii. All officials' fees to be paid to any government agency shall be borne by SMC and all liaison work expenses shall be borne by contractor to complete those activities.

iv. Carry out the work of tree cutting, all liaisons for utility shifting, relocation of religious places, wells, tanks etc. and payment for the same shall be made on the basis of proposals/estimate submitted by concerned state authorities and as per the Engineer's assessment.

v. During the period of the Contract, all existing roads within the Right Of Way (ROW) shall be kept open for traffic and maintained in a safe and usable condition. Residents along and adjacent to the Works are to be provided with safe convenient access to their properties at all times. Traffic control and traffic diversions shall be provided and

maintained as necessary to protect the Works as directed by the Engineer. Traffic safety measures during construction shall be provided in accordance with Indian Standards / MoRT&H and IRC guidelines. All required approvals from the Traffic Police Department shall be obtained by the Contractor.

vi. The contractor shall in accordance with the requirement of the Engineer-in-charge accord all reasonable facilities for any other contractors or piece workers engaged by the Owner/Employer and their work in and of any other properly authorized authorities or statutory bodies who may be employed on the execution on or near the site of any work not included in the contract or of any contract which the Owner/Employer may enter into, in connection with ancillary works if any.

vii. The Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor or piece workers or by the Owner/Employer and shall as far as possibly arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of the other contractors, piece workers or the Owner/Employer. He shall co-ordinate his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of others.

viii. Ensuring quality assurance of various components of the Works as per Technical Specifications and relevant standards of BIS, IRC and MoRT&H.

ix. Providing and maintaining fully equipped laboratory for testing and site office, including the supply of testing equipment and consumables; all as prescribed in the relevant specifications. If an in-house laboratory is not maintained, then testing shall be done at a laboratory directed/ approved by Engineer-in-charge.

x. Submission of Completion Drawings/As-Built drawings and other related documents as directed by Engineer-in-charge.

xi. Any other item as directed by the Engineer-in-charge including insurance cover.

xii. All stipulated measures regarding labour employment and their welfare are to be complied with as per prevailing laws.

xiii. Clearing of site from debris and contractor's equipment's before handing over of the Works.

g) Availability of the Project Area: The Employer shall provide the right-of-way for Works to the contractor. However, the Contractor shall have to make his own arrangements for the land required by him for borrow areas, quarries, site offices, fabrication yard, testing laboratories, labour camps, other camps, etc.

h) The successful bidder is required to complete the work within the period stipulated in Table given in the Notice Inviting Tenders from the Date of Site Handover.

i) The Employer may engage a Supervision Consultant or any other person to act as Engineer-in-Charge for the project. There may be a Project Director of the Employer acting as the Employer's representative.

2. **Source of Funds**

2.1 The expenditure on this work will be met by Surat Municipal Corporation (SMC).

3. **Eligibility of Bidders**

3.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government, Local Self Government body or any public undertaking, autonomous body, authority by whatever name called under the Central, the State Government or Local Self-Government body in India and any Government body abroad.

3.2 Invitation for Bids is open to all the contractors having experience of similar work as indicated in eligibility criteria.

3.3 Bidder should **not** be blacklisted by any government organization/ company/ institution/body.

3.4 A bidder (including all subcontractors of the bidders) shall **not** be affiliated with a firm or entity which.

i) Has provided consulting services during the preparatory stages of the works or of the project of which the works form a part, or

ii) Has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract.

3.5 Only bidders which are constituted as Companies under the Indian Companies Act, 1956, or are Partnerships under the Indian Partnership Act, shall be eligible to participate in bidding as single bidder only. Individuals and Proprietorships or any other forms of legal entities shall strictly not be eligible.

3.6 The Bidder should be profit making firm (As per last audited financial statement of the year 2022-23) and its Net worth of last audited three financial years should be positive.

3.7 Bidders are not allowed to Bid by forming Consortium or Joint Venture. Only Single bidder is allowed to participate in bidding.

4 **Qualification of Bidders**

4.1 The applicant who is not capable of meeting requirement listed below shall not be qualified for the works. Pre-qualification will be based on the following minimum criteria regarding their particular experience, financial position, personal and equipment capabilities and other relevant information as demonstrated by the Applicant's responses in the forms attached to the letter of the application. The qualifications, capacity and resources of the proposed subcontractors will not be taken into account in determining the Applicants compliance with the qualifying criteria. The applicant should note specifically that all information given including those in the form of various formats must be supported by the certificates from respective authorities (not less than Executive Engineer or equivalent) which must be attached with the tender. This invitation for bids is open to bidders who have sufficient necessary bid capacity and who meet the following requirements:

(a) Average Annual financial turnover for specific civil works during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost Put to tender.

Turnover Figure shall be multiplied with the multiplication factors/Indexation factors specified in clause 4.1 (b1) to bring to prices of year 2025-26.

(b) The Bidder should have successfully completed/implemented similar work during last 7(seven) years (i.e., from F.Y. 2019-20 to till last date of online tender submission), either (1) as a Single Contractor or (2) in a joint Venture/Consortium. Similar work shall mean (1) Construction of Cement Concrete Road with Pavement Quality Concrete (PQC) with Slip Form Paver/Fix Form Paver With minimum M-30 or Higher Grade of Concrete which may

or may not include Kerbs, pavement marking, road signage's, street furniture etc. (2) Bridge works.

The Bidder should have satisfactorily completed work mentioned below.

(i) At least three similar completed works, each costing not less than the amount equal to **40% of the Estimated Cost**. i.e., **Rs.2,18,92,932.44**

OR

(ii) At least two similar completed works, each costing not less than the amount equal to **50% of the Estimated Cost**. i.e., **Rs.2,73,66,165.56**

OR

(iii) One similar completed works costing not less than the amount equal to **80% of the Estimated Cost**. i.e., **Rs.4,37,85,864.89**

It is further to clarify that if any of the work (s) is/are on hand with the applicant (bidder), but if the amount of the work done at the site is more than 80% of the total project/ Tender cost as on last day of month previous to the one in which applications (bids) are invited then amount of work done for those work(s) will also be taken into consideration while evaluation.

(b1) Bidder shall also demonstrate cement concrete work for bridge/road of at least **2389 Cum (Tender Quantity) (M-30 OR higher) out of which 1195 Cum (50% Of Tender Quantity) of PQC (M-30 OR higher) executed with slip form paver/ Fix Form Paver is mandatory** in any one year during last 7 years and evident of paver use also required. (i.e., from F.Y. 2019-20 to till last date of online tender submission) in which applications are invited.

~~The meaning of Prime Contractor~~ for evaluation of Project Execution Experience only is as follows:

"The contractor acted (1) as either single contractor or (2) may or may not as a Prime Contractor of the consortium/Joint Venture for execution of similar nature of project defined, the weightage towards experience in the project would be given in proportion of its participation share in the Joint Venture/Consortium to derive its project execution experience. (For example, Bidder A has executed Similar Nature of Project of value Rs 100 crore by forming Consortium/JV with Party B. The Share of A in Consortium was 60%. Thus, Project Execution Experience of Bidder A is considered as Rs 60 crore. This example is only for understanding.)". (Those Projects which Bidder has executed as sub-contractor shall not be considered as eligible projects and hence not been considered for evaluation).

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

- Government/Semi-Government Departments, PSUs and other Government institutions.

Bidder is required to submit evidences in terms of necessary supporting documents AND client certificates.

However, the certificates should be on the organization's letter pad bearing contact address, telephone no. and fax no., email address etc. Further the certificates from sources should invariably be accompanied with proof of the organization's registration with, or recognition by Government, without which such certificates shall not be considered as adequate proof for the purpose of this tender.

Multiplication/ indexation factors shall be applied to the financial value of Similar Nature of Work that Bidder has executed (as specified in Completion Certificate) to bring it to 2025- '26 prices. These factors are specified below.

Financial Year	Multiplication/Indexation Factor
2025-26	1.00
2024-25	1.10
2023-24	1.21
2022-23	1.33
2021-22	1.46
2020-21	1.61
2019-20	1.77
2018-19	1.95

(c) The bidding capacity of the Bidder has to be equal to or more than the bid value of bidder as well as Estimated Cost. The bid value shall be the price bid quoted by bidder. The bidding capacity shall be worked out using the formula: -

Bidding capacity = [A * N * 2] – B =_____ (to be filled by Bidder)

Were,

A = Maximum value of Civil construction works executed in any one year during the last 5 years updated to current price level.

N = No. of years prescribed for completion of works for which bids has been invited (2.0 year)

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which bid has been invited (relevant sheet to be attached by bidder).

Note: The Bidder is required to submit the annual income/ turnover for specific civil construction works in last five (5) financial years certified by statutory auditors and also submit evidence in terms of work orders/ LOA of existing commitments and ongoing works to be completed during the period of completion of work for which bids has been invited (relevant sheet to be attached by bidder).

(d) The bidders shall have **"A"** class contractor or equivalent **Special Category Road "II"** registration with any State PWD, and/or CPWD and/or any Government department/ Local Self Government/SMC for civil construction works. The Bidder is required to submit the evidence of the same.

(e) The bidder shall demonstrate availability for this work of a Project Manager (Graduate Civil Engineer) with not less than 15 years of experience in implementation/construction of engineering works and 10 years in similar engineering works and other key personnel with adequate experience as below;

Sr. No	Key Personnel	Mini. Qualification	Experience
1.	Project Manager (01)	B.E. Civil	15 Years
2.	Senior Civil Engineer (01)	B.E. Civil	10 Years
3.	Electrical Engineer (01)	B.E. (Elec.)	5 years in Urban lighting Works (Preferable)
4.	Material Engineer/ Quality Control Engineer	B.E. Civil (Or)	7 years

	(02)	Diploma (Civil)	10 years
5.	Surveyor (01)	I.T.I.	7 years

EMPLOYMENT OF A QUALIFIED SITE ENGINEER BY THE CONTRACTOR: -

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

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

Provide signed CVs of above-mentioned key personnel along with qualification and experience certificates.

During the actual execution of work, if the performance of project Manager & material engineer/ QC is found unsatisfactory, the contractor should replace them with in 1 month with competent key professional as approved by the Engineer-in-charge failing which the penalty of Rs.1500.00 per day shall be applicable in absence of each key personnel.

(f) Bidder should submit a Solvency Certificate of at least 20% of the total estimates cost put to the tender. Solvency Certificate shall be issued by schedule/Nationalized Bank only and should be Valid till the last date of submission of tender Online. (Considering validity as 1 year from date of issue of Solvency Certificate).

(g) Bidder should not be blacklisted by any government organization/company/institution body.

(h) The Bidder should also demonstrate availability (either owned or leased or procured or to be procured) of the following **key and critical equipment** for this work as given below:

Essential Equipment's for Cement Concrete Road works

Sr. No	Essential Plant or Equipment's	Quantity	Required Capacity
1.	Fully automatic Concrete Batching With computerized controls with digital display.	1	60 cum/hr or above
2.	Concrete Transit mixer	4	10 MT or above
3.	Concrete Slip form paver finisher with electronic sensor and texturizing & curing compound sprayer unit.	1	3 to 5m wide
4.	Screed vibrators	2	-
5.	Needle vibrator	2	60 mm
6.	Diamond cutter	2	-
7.	Vibratory Road Roller	2	8 to 10 MT
8.	Tandem Roller	2	8 to 10 MT
9.	Pneumatic Tyred Road Roller	1	10-12 MT
10.	Tipper or dumpers	5	7 cum

Essential Equipment's for Bituminous Road works

Sr. No.	Essential Plant or Equipment's	Quantity	Required Capacity
1.	Disc Harrowing and/or Rotavator	1 Nos.	-
2.	Grader	1 Nos.	-
3.	WMM Plant	1 Nos.	100 TPH or above
4.	Sensor paver finisher for laying WMM and Bituminous course and/or Paver finisher for laying Bituminous course (if required for manual laying of bituminous material)	1 Nos.	capable to do work up to 5.50 mt. width
5.	Fully automatic Hot Mix asphalt plant (Batch mix type)	1 Nos.	80 TPH or above
6.	Mechanical Bitumen/Emulsion sprayer	1 Nos.	-
7.	Truck/Hywa/MTV	7 Nos.	7 Cum.
8.	Integrated manual machine with cylinder for thermoplastic road marking	1 Nos.	-
9.	Plate Vibrator	1 Nos.	3 to 5 Ton

Attested copy of ownership proof and/or leased agreements or procurement proof made from date of submission of tender as supporting documents, shall be produced. The lease agreements should be on stamp paper of necessary amount valid until completion of contract for all the equipment's and plants.

(i) Bidders have to provide letter of support regarding machinery/equipment to be purchased from manufacturers to be procured along with undertaking on stamp paper of Rs. 300/- that bidder shall make available all such machinery and equipment (to be purchased) within 2 months from date of issue of LOI (letter of intent)/Work Order

4.2 Bidder shall submit following documents/ information as a part of Eligibility and Qualification submissions. Eligibility and Qualification Submissions is defined in clause no 12.

(a) Bid Security/EMD and Tender Fees as required under the Tender Notice section of this Tender. The Bid of the Bidder shall summarily be rejected if it does not contain Bid Security and Tender Fees.

(b) General information, Legal Status including Memorandum of Associations (MOA), Articles of Associations (AOA) and Partnership Deed; as the case may be; as per **Form No 2** in **Section III**.

(c) Deleted

(d) Solvency Certificate as per clause 4.1 (f).

(e) The Bidder is required to submit the annual income/ turnover from for last five financial years (ending 2024- '25) and as certified by statutory auditors **(**As per **Form No 3** in **Section III)**.

(f) Deleted

(g) Registration certificate as per clause 4.1 (d).

(h) Notarized Power of Attorney to authorized signatory of Bidder **(**As per **Form No 7** in **Section III).**

(i) Summary of Current Contract Commitments/ Works in Progress **(**As per **Form No 5** in **Section III)** and Evidence in terms of Work Order, LOA for the Work in progress as listed in Form no 5.

(j) Deleted

(k) Deleted

(l) Availability of Equipment **(**As per **Form No 11** in **Section III)**. An attested copy of ownership proof for equipment as supporting documents shall be produced as per clause 4.1 (I).

(m) Evidence in terms of necessary supporting documents AND client certificates (i.e., Completion Certificate) for quantities of work executed as per clause 4.1(b) and 4.1(b1).**(**As per **Form No 10** in **Section III)**.

(n) Anti- Blacklisting certificate as per clause 4.1 (g)**(**As per the **Form No 09**in **section III)**.

(r) Provide signed CVs of key personnel and supporting educational certificate as specified in clause 4.1(e) and **(**As per **Form No 6** in **Section III)**

(s) Deleted

(t) Deleted.

(u) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall request.

(v) Additional information regarding litigation, debarment, arbitration, etc. (As per Schedule B of Section IV (A)).

(w) Signed Copy of Addenda and corrigendum if any.

(x) **ANNEXURE-A**(As per **SECTION VII**)

(y) **ANNEXURE-B**(As per **SECTION VII**)

(z) **ANNEXURE-C**(As per **SECTION VII**)

(aa) **ANNEXURE-D**(As per **SECTION VII**)

All the documents comprising the Eligibility and Qualification submission shall be signed by Authorized Signatories of Bidder.

It is to be noted that Bidder shall have to submit all qualification documents (as mentioned in qualifying criteria), forms, schedules and other supporting documents in electronics (soft) format only. Technical bid & Price bid are not to be submitted in physical form. Please note that non-submission of Prequalification documents, forms, schedules and other supporting documents as well as price bid does not absolve the bidders from any liability created from the bid conditions and bidding process. Technical bid in Hard copy shall be submitted by successful bidder upon intimation from SMC afterwards.

4.3 **Disqualification**

Even though the Bidders may meet the above criteria, they are subject to be disqualified for any of the following reasons:

a) Misleading or false representation in the forms, statements and attachments submitted under this Tender.

b) Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.

c) Has been identified by the Employer as poor performer in implementation of ongoing Surat Municipal Corporation's/ or other Government department or Local Body's works.

4.4 **Debarment/ Black Listing**

Notwithstanding the above, the Employer may debar or blacklist any of the bidder(s) for their misleading or false representations in the form's statements, etc. for the period to be decided by the Employer.

4.5 **One Bid per Bidder**

Each bidder shall submit only one bid either as a single bidder. A bidder who submits more than one bid under this contract will be disqualified.

5 **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

6 **Site Visit**

6.1 The bidder is advised to visit and examine the Project Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such inspection, but only upon the express conditions that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.3 The bidder shall provide an affidavit on aRs300/- government stamp paper in the format as attached FORM-12 in Section-III with the submission of Tender copy.

7 **Eligible Material, Equipment and Services**

At the Employer's request, the bidder having offered the lowest evaluated Price Bid may be required to provide evidence of the origin of materials, equipment, and services to the satisfaction of the Employer.

B. Bidding Documents

8 **Contents of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed below and should be read in conjunction with any Addenda issued in accordance with Clause 10:

VOLUME 1

SECTION	DESCRIPTION
	TENDER NOTICE
	INVITATION FOR BID (IFB)
I	INSTRUCTIONS TO BIDDERS (ITB)
II	CONDITION OF PARTICULAR APPLICATION
III	QUALIFICATION INFORMATION FORMS
IV(A)	GENERAL CONDITIONS OF CONTRACT
IV(B)	SPECIAL CONDITIONS OF CONTRACT
V	TECHNICAL SPECIFICATIONS
VI	BILL OF QUANTITIES
VII	FORMAT OF SECURITIES, FORMS OF ACCEPTANCE AND FORM OF AGREEMENT
VIII	DRAWINGS

VOLUME 2: FORM OF PRICE BID

(Can be seen online and to be submitted online throughhttps://smctender.nprocure.com)

8.2 The bidder is expected to examine carefully the contents of all the above bid documents. Failure to comply with the requirements of bid documents will be at the bidder's own risk. Pursuant to Clauses 24 and 26 of ITB, bids that are not substantially responsive to the requirements of the bidding documents will be rejected.

8.3 Employer may ask, at its sole discretion, for additional information from bidders at any stage of the bidding process.

9 **Pre-Bid Meeting and Clarification of Bidding Documents**

9.1 No Physical Pre-bid meeting shall be held. Bidders shall have to send their queries on email address: exen.sza@suratmunicipal.org on or before Dt.**20/05/2026** and Time: up to 17:00 hrs. Answers to the queries shall be uploaded on the website *www.smctender.nprocure.com* and if possible circulated electronically.

9.2 Any modification of the bid document, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10.

10 **Amendment of Bidding Documents**

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

10.2 Any addendum thus issued shall be part of the bidding documents. The addendums shall be posted on *www.smctender.nprocure.com*. Bidders are required to regularly check the website for such addendum.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may its sole discretion, extend as necessary the deadline for submission of bid.

C. Preparation of Bids

11 **Language of Bid**

The bid and all correspondence and documents related to the bid exchanged between the bidder and the Employer shall be written in the English language. 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 English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12 **Documents comprising the Bid**

Eligibility and Qualification submissions specified in Clause 4.2 and defined hereunder shall be submitted through online only(or specified otherwise), which shall comprise the following documents: -

a) Eligibility and Qualification Submissions

The following shall constitute the "Eligibility and Qualification Submissions" which are to be submitted in online:

i) Tender Fees and Bid Security/EMD for an amount as specified in the Tender Notice and in the form specified in Clause 16 of ITB. (Online and hard copy)

ii) Eligibility and Qualification Information as specified in Sub Clause 3, Clause 4.1 and Clause 4.2 of ITB. These are detailed information lists which the bidder may carefully review and provide as specified online.

iii) Any other material/ information required to be submitted in accordance with the Instructions to Bidders (ITB).

b) Price Bid (Volume 2 of this Tender Document)

(Can be seen online and to be submitted online through https://smctender.nprocure.com)

The Price Bid shall consist of- Form of Price Bid which can be seen online as per Volume 2 of this Tender document and duly filled by filling percentage rates of above/below than estimated cost mentioned in BOQ both in words and figures online through https://smctender.nprocure.com.

The bidder shall submit the Price Bid online through e- tendering only. No Price bid in physical form will be accepted and any such offer if received by SURAT MUNICIPAL CORPORATION will be out rightly rejected.

The above Price Bid shall be submitted as per Volume 2 of this Tender (can be seen online) before the Bid submission Date and time specified in Tender Notice section online through www.smctender.nprocure.com. The Price Bid shall not be submitted in hard copy and shall be submitted online as mentioned above only.

c)Bid (Online)

Dully filled and signed copies of all forms and necessary to shall be submitted online along with Eligibility and Qualification Submissions.

It is to be noted that the following qualified bid/ qualification Documents and other necessary shall be submitted in Hardcopy too.

- Earnest Money Deposit as mentioned in the tender,
- Tender Fee as mentioned in Section II (B),

- Addenda corrigendum (if any) & Affidavit and undertaking duly signed by the contractor.

13 **Bid Prices**

13.1 Unless stated otherwise in the bidding documents, the Contract shall be for the whole Works as described in bidding documents, based on the percentage rate amount in the Bill of Quantities submitted by the bidder.

13.2 The bidder shall fill in percentage rate above and below and total amount (Both in figures and words) for overall items of the works provided in the Bill of Quantities (the "Total Price Bid").

14 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).

14.1 GST (Goods & Service Tax) has come in existence from 1st July, 2017. Contractor/Successful Bidder is bound to pay any amount of GST prescribed by the Govt of India as per the Term of Contract agreed upon during the course of execution of this Contract. 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 amount actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Account 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.

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 factual 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 the GST to the concerned Authority.

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

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

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

15 **Currencies of Bid and Payment**

15.1 The rates and the prices shall be quoted by the bidder in Indian Rupees only. In no circumstances shall the price bid be quoted in any other currency except the INR.

16 **Bid Validity**

16.1 Bids shall remain valid for a period of 120 days (one hundred and twenty days) from the date of opening of Price Bid.

16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause 16 of ITB in all respects.

17 **Bid Security**

17.1 The value of EMD/Bid Security is **Rs.5,48,000/-** to the extent of 100% in the form of Demand Draft or pay order OR 50% In form of Demand Draft or Pay order & 50% in the form of Bank Guarantee in favor of Commissioner, Surat Municipal Corporation, Surat (B.G. shall be as per Form No. 1 of Section VII for bid Security) from the Bank given in Form 5of section VII payable at Surat only. The validity of Bank Guarantee submitted as EMD shall of 180 days from Bid Submission Date and shall be liable for extension in future

17.2 The earnest money deposit in the form of FDR or Cheque shall not be accepted.

EMD should be in the form of Demand Draft/Pay Order should be from Nationalized/Schedule Banks, while Bank Guarantee for the purpose of this tender shall be from Approved Bank only (See Form no. 5 of Section VII).

17.3 Any bid not accompanied by Tender Fee and an acceptable Bid security and not secured as indicated in Sub Clause 16.1 and 16.2 of ITB above shall be out rightly rejected by the Employer as non–responsive and Bid Shall be considered as not in compliance with requirement of Bid Documents.

17.4 The earnest money/Bid Security of the unsuccessful bidders other than mentioned in 16.5 shall be returned as promptly as possible, on finalization of acceptance/rejection of the tenders received or as decided by the SMC.

17.5 The EMD/Bid Security of the successful bidder, and second and third lowest tenders, will be returned/ discharged when the successful bidder has furnished the required Initial Security.

17.6 Bid Security is non-interest-bearing deposit.

17.7 The Bid Security may be forfeited-

a) if the bidder withdraws or modifies his bid during the period of bid validity;

b) if the bidder does not accept the correction of his bid price, pursuant to Clause 27;

c) in the case of a successful bidder, if bidder fails within the specified time limit to:

i) Furnish the required Performance Security, or

ii) Sign the Agreement given in Form no. 4 of Section VII.

18 **Alternative Proposals by Bidders**

Bidders shall submit offers, which comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the Drawings and Specifications. Conditional offer or alternative offers will not be considered further in the process of bid evaluation. Bids based on alternative designs shall not be considered.

19 **Format and Signing of Bid**

19.1 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be printed below their signatures. All signatures shall be dated.

D. Submission of Bids

20 **Sealing and Marking of Bids**

The bidder shall submit the Bid in two parts, the Eligibility & Qualification Submissions and the Price Bid pursuant to clause 12 of this ITB.

20.1 The bidder shall seal and send the demand drafts (relevant to tender fee, bid security (EMD)& Affidavit, undertaking, and addenda corrigendum (if any)) in original in separate covers. Cover 1 shall be the outer cover. Cover 2 shall contain documents. The main outer Bid envelope shall be marked as follows:

Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt). Eligibility and Qualification Submissions – The following details are to be submitted online on *www.smctender.nprocure.com*

i. P.Q. documents along with all necessary supporting documents.

ii. Tender Document fees and EMD Detail.

iii. Affidavits and undertakings on Non judicial stamp paper Rs.300/.

iv. Addenda Corrigendum, If any.

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

i. Tender fees
ii. Earnest Money Deposit
iii. Affidavits and Undertakings on Non judicial stamp paper Rs.300/-.
iv. Addenda Corrigendum, If any.

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

20.2 The cover containing above documents specified above in clause no 19.1 shall be placed under the main outer envelope. The main outer envelope shall:

a) Be addressed to the Employer at the following address and shall be sent through Speed Post/RPAD only.

Chief Accountant Shri,
Surat Municipal Corporation,
Mugalisara, Surat-395003.Gujarat.

b) Bear the following identification:

1. Tender notice no.: DMC/SZ-A/01/2026-27
2. Department/Zone : Road Department/South Zone-A (Udhana)

Name of work: Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).

Have endorsement on outer cover:

Do not open before **Dt.10/06/2026.**

20.3 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.

20.4 The Price Bid (Volume 2 of this Tender Document) shall be submitted online in the format specified in Volume 2 of this Tender (can be seen online) by filling percentage rates over BOQ

through e- tendering only. No Price bid in physical form will be accepted and any such offer if received by SURAT MUNICIPAL CORPORATION will be out rightly rejected.

The above Price Bid shall be submitted as per Volume 2 of this Tender (can be seen online) before the Bid submission Date and time specified in Tender Notice section online through *www.smctender.nprocure.com.* The Price Bid shall not be submitted in hard copy and shall be submitted online as mentioned above.

20.5 The Technical Bid (Vol. I,II&III) when intimated shall be submitted to Surat Municipal Corporation later on.

21 **Deadline for Submission of Bids**

21.1 Refer "Schedule of E tender" & "General terms & conditions" mentioned in the E tender invitation notice. Bidder shall quote their offer in electronic format only on website *https:// smctender.nprocure.com* on or before **Dt.20/05/2026** up to 18.00 hrs (IST).

21.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10 of ITB, 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.

22 **Late Bids**

22.1 Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 20 above will be rejected returned unopened to the bidder.

22.2 No bid may be modified or withdrawn after the deadline for online submission of bids

22.3 Withdrawal or modification of a bid between the deadline for online submission of bids and the expiry of the original period of bid validity specified in Clause 15 above or as extended pursuant to Clause 15 above shall result in the forfeiture of the bid security pursuant to Clause 16 above.

23 **Modification and Withdrawal of Bids**

23.1 The bidder may modify or withdraw his Eligibility and Qualification Submissions 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/Bid Due Date. Any modifications in respect of Eligibility and Qualification Submissions shall be submitted in separate sealed envelope duly marked so.

23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 19, with the outer and inner envelopes additionally marked "MODIFICATIONS" or "WITHDRAWAL" as appropriate.

23.3 No bid shall be modified by the bidder after the deadline for submission of bids.

23.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause 15 may result in the forfeiture of the Bid Security pursuant to Clause 16 of the ITB.

E. Bid Opening and Evaluation

24 Opening of Eligibility and Qualification Submissions

24.1 The Employer will open the Technical Bid online and Eligibility and Qualification Submissions (submitted online) on the date, time and place specified in Tender Notice and IFB section. In the event of specified date of bid opening being declared as a holiday for the Employer, then if possible, Technical Bid (Online) and Eligibility and Qualification Submissions will be opened at the appointed time and location on the next working day.

24.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened and shall be returned.

24.3 Envelopes marked Eligibility and Qualification Submissions shall then be opened. Bidder's names, 'Modification of Eligibility and Qualification Submissions', the presence/or absence of Bid Security, the amount and validity of Bid Security and Tender Fee furnished with each bid and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening.

24.4 If any Bid contains any deviation from the Bids documents and /or if the same does not contain Bid security and Tender Fee in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

24.5 The Price Bid shall not be opened at this stage.

25 Examination of Eligibility and Qualification Submissions and Determination of Eligibility and Qualifications

25.1 Prior to evaluation of Eligibility and Qualification Submissions, the Employer will determine whether the bid is accompanied by the required Bid Security and Tender Fee.

25.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bids and has not been furnished in the form specified in Clause 16 and not from the list of Approved Banks, the bid shall be rejected by the Employer as nonresponsive and the Bids will be returned to the bidder.

25.3 Subject to confirmation of the Bid Security by the issuing bank, the Eligibility and Qualification Submissions of bidder will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the bid shall be rejected as non-responsive and no further evaluation carried out for that particular bidder.

25.4 The Eligibility and Qualification Submissions will further be examined to determine whether the bid has been properly signed and meets the eligibility and qualification criteria as per clause 3 and clause 4 of Instruction to Bidders section, has the required available bid capacity and is accompanied by the requisite certificates/ documents, undertaking and other relevant information specified in the bid documents and is substantially complied with the requirement of the bidding documents and provides any clarification for ascertaining the correctness of the information/ details that the Employer may require pursuant to Bid Evaluation.

25.5 If the Eligibility and Qualification Submissions is not complied with eligibility and qualification requirements of bidding documents, it will be termed as non-responsive and rejected by the Employer. It will not subsequently be made in compliance with bidding documents by correction or modification or withdrawal of the non-conforming deviation or

reservation. The Employer at its sole discretion, reserves the right to ask for further information/ documents from the bidder/s.

25.6 Bidders whose bids meet eligibility and qualification requirements of bidding documents specified in Clause 3 and 4 of ITB and submitted required Tender Fees and Bid Security in accordance with clause 16 shall be termed as technically responsive bids.

25.7 The Price Bid of those bidders whose Eligibility and Qualification Submissions is determined to be non-responsive and not in compliance with the requirement of bidding documents pursuant to this Clause 24 shall not be opened.

26 **Opening of Price Bids**

26.1 Price Bids of the bidders whose bid capacity has already been exhausted shall not be opened on the bid opening date.

26.2 Price Bids of those bidders whose Eligibility and Qualification Submission has been determined to be in compliance with bidding document and responsive in accordance with Clause 24 (i.e. meeting eligibility criteria specified in clause 3, qualification criteria specified in clause 4,submitted all necessary documents specified in clause no 4.2, and submitted required Tender Fee and Bid Security, shall be opened in presence of the bidders or their representatives who choose to attend on the date intimated to such bidders. In the event of specified date of Price Bid opening being declared a holiday for Employer, the 'Price Bids' shall be opened at the appointed time and location, if possible, on the next working day.

26.3 The prices quoted by the bidders meeting the bid capacity criteria will be compared (i.e., Total Bid Price quoted by the bidders shall not exceed their respective Bid Capacity) and would be considered for determination of responsiveness of Price Bids pursuant to clause 26.

26.4 The names of the bidders whose Eligibility and Qualification Submission is found to be substantially responsive (as per clause no 24 and 25.1, 25.2,25.3), the bid prices, the total amount of each bid, any discount, and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening of the Price Bid. Any bid price, which is not read out and recorded at the bid opening, will not be taken into account in Bid Evaluation.

26.5 Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

26.6 The Employer shall prepare besides the record of bid opening, minutes of the Price Bid opening including the information disclosed to those in accordance with Sub-Clause 25.4.

27 **Examination of Price Bids and Determination of Responsiveness of Price Bid**

27.1 The Employer will determine responsiveness of each Price Bid with respect to filled amount against the Bill of Quantities, Technical Specifications, Drawings and other relevant requirement of bidding documents.

27.2 A substantially responsive Price Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (I) which affects in any substantial way the scope, quality or performance of the Works; (II) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive Price Bids.

27.3 If the Price Bid is not substantially responsive pursuant to this Clause 26.1 and 26.2, it will be rejected by the Employer.

28 **Correction of Errors**

28.1 Price Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

i) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

ii) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

28.2 The amount stated in the Price Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 16.

29 **Evaluation and Comparison of Price Bids**

29.1 The Employer will evaluate and compare only those Price Bids which are determined to be substantially responsive in accordance with Clause 26 and qualified for award of Contract in accordance with Clause 3 and 4 of ITB.

29.2 In evaluating the Price Bids, the Employer will determine for each Price Bid the evaluated Bid Price by adjusting the Bid Price as follows: -

a) Making any correction for errors pursuant to Clause 27 of ITB;

b) Making an appropriate adjustment for any other acceptable variations, deviations; and

c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with relevant clause.

29.3 After adjusting the bid prices as stated above, final bid evaluation will be done as follows:

a) Bidder needs to quote in percentage of rates (above /below as indicated in BOQ) against BOQ. It is mandatory for further evaluation of bids & payment. Payment of items of each part/section of BOQ shall be made as per quoted or later sanctioned percentage (whichever is lower) for each part/section of BOQ.

b) Successful bidder will be decided based on overall percentage quoted above/below of Total estimated amount as indicated in Vol-II for the complete project.

29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of the items of the Works to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 36 be increased up to an additional 4 (four) per cent at the expense of the successful bidder to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

29.5 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer except in case of structures where alternative offers are called for. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the bidding

documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in bid evaluation.

29.6 A bid, which is unrealistically lower then estimate and which could not be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30 **Rate Analysis**

30.1 Requirement of submission of analysis by the contractor shall be complied and submitted to the Employer or his nominee within the stipulated time fixed by the Employer or his nominee failing which the bid shall be treated as non-responsive. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in clause 36 may be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

31 **Clarification of Bids**

31.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for authentication the correctness of the information/ details furnished by him in his bid. Such request by the Employer and the response by bidder shall be in writing or by email, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.

31.2 Subject to Sub Clause 30.1, no bidders shall contact the Employer on any matter relating to his bid from the time of bid to the time contract is awarded.

31.3 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

32 **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 his bid.

F. Award of Contract

33 **Award**

33.1 Subject to Clause 33, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest Evaluated Bid Price pursuant to Clause 28, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3; and (ii) qualified in accordance with the provisions of Clause 4 of ITB.

33.2 In case of overall bidder's offer is less than 90% of the Engineer's estimate of the cost of work, additional security in the form as specified in Clause 36 for a period equal to the period of contract and for an amount equal to the difference of the bidder's offer and 90% of Engineer's estimate of the cost of work shall be delivered as per clause 36 hereof.

33.3 The employer reserves the right to award the whole package and/or only any section of tender to a bidder with the lowest Evaluated Bid Price provided that such bidder satisfies the eligibility criteria specified elsewhere in the Bid documents

34 **Employer's Right to Accept any Bid and Reject any or all Bids**

34.1 Notwithstanding Clause 32, 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 thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

35 **Notification of Award**

35.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by email or confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract termed "the Bid Price/Contract Price").

35.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause 36.

36 **Signing of Agreement**

36.1 At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer will direct him to submit the Performance Security and attend the Employer's office on a date determined by the Employer for signing the Form of Agreement specified in section VII of this document.

36.2 Within 28 (twenty-eight) days of the date of signing the Form of Agreement, the successful bidder shall, if required, have the same engrossed, have the correct amount of stamp duty adjudicated by the Inspector General of Registrations and return the same duly signed and executed on behalf of the successful bidder to the Employer.

36.3 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and then release Bid security of L1, L2 & L3 Bidders.

37 **Initial Security and Performance Security**

37.1 Within 10 days of receipt of the Letter of Acceptance, the Successful Bidder is required to pay **Initial Security** to the extent of **2% of Sanctioned Tender Amount** plus Additional Security (if required) in the form of D.D or FDR or pay order or in form of Bank Guarantee from Approved Banks only in favor of Commissioner, Surat Municipal Corporation and payable at Surat. Initial security deposit of 2 (%) will become refundable after payment of final bill, subject to deduction of amount due for expenses, if any. The Bank Guarantee if submitted as initial security shall be valid till 1 year post the date of completion of the work or shall be extended till further notice from the department. Contractor will be liable to pay penalty as prevailing policy of Surat Municipal Corporation for any gap between validity of Bank guarantee and its Renewal. The List of Approved Banks is specified in Form no 5 of Section VII.

37.2 In case of overall bidder's offer is less than 90% of the Engineer's estimate of the cost of work, **Additional Security** for the period equal to contract period and for the amount equal to the difference of 90% of Engineer's estimate and bidder's offer for unbalanced bids as per sub clause 32.2 above in accordance with the condition of contract.

Performance Security: The 2% of the Performance Security is to be deposited through deduction from each running bills/final bill.

The amount recovered from the running bills as performance security shall not be allowed to be transferred in the form of Bank Guarantee.

37.3 The **initial security deposit at 2% of contract price submitted** shall be refunded after payment of final bill, subject to deduction of account due for expenses and remaining 2% of work done in terms of performance security deposit deducted from the running and final bill shall be refunded at the end of the defect liability period, after payment of final bill and after rectifying the defects found and also after deducting dues, if any, as intimated by employer.

37.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 36.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

37.5 If the security deposit is not paid within 10 days from the date of work order, then the penalty at the rate of 0.065% per day of the amount of security deposit shall be charged. If, the security deposit is not paid within one month with interest, necessary actions as per the conditions of contract shall be taken.

37.6 Performance Security is non-interest-bearing deposit.

38 **Corrupt or Fraudulent Practices**

38.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer.

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

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

ii. fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if Employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a SMC contract/contract if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

38.2 The Employer will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Employer will declare the firm ineligible, either indefinitely or for a stated period of LItime, to be awarded a contract by Surat Municipal Corporation if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Date & Signature of the Contractor

SECTION II (A)-CONDITIONS OF PARTICULAR APPLICATION

1. The selection process will lay high emphasis on the ability and competency of contractors to do high-quality work within the given time schedule.
2. The onus of providing, all necessary company/project-related information, in an appropriate manner and medium, so as to demonstrate the competency of the bidder and to allow proper evaluation, will rest entirely on the Bidder.
3. All pages of the necessary Eligibility and Qualification Submissions have to be initialed by the bidder. Further to above, Bidder is required to submit dully signed Bid copy (Vol. I, II & III) after intimation from the department.
4. All information has to be submitted in the prescribed format only. Projects for which incomplete information has been provided will not be considered for evaluation.
5. The scope of work, project description mentioned in the document is indicative and may change during detail design.
6. Conditional bids will not be accepted and will be liable for rejection.
7. SMC's decision for selection or rejection of the bidder shall be final and binding to all.
8. Bidder should provide information as mentioned in the prescribed forms for projects. Information other than that related to similar projects shall not be considered for evaluation.
9. If Surat Municipal Corporation is convinced that the Bidder has resorted to material misrepresentation or provided fraudulent information/ statement, the said Bidder will be liable for disqualification/ rejection at any stage.
10. Proof for fulfillment of eligibility criteria should be submitted along with Eligibility and Qualification Submission. If the Eligibility and Qualification Submission is submitted without valid documents and without proof of eligibility criteria will be rejected.
11. Those who do not meet with the eligibility criteria need not submit the Bid.
12. Bids, which do not fulfill all or any of condition or are submitted incomplete in any respect or are conditional tenders, will be rejected.
13. Engineer In-charge reserves the rights to reduce/ increase the scope of work and contract without assigning any reason thereof.
14. All the expenses regarding the plant and its installation shall be borne by the contractor. The contractor shall at his own expenses, provide erect, operate and maintain in sound and through working condition all constructional plants/ machineries and temporary works to complete the work within the time prescribed in the contract. He shall also at his own expense when so directed by the Engineer-in-charge in writing shall,

    (a) Add, extend or improve the plants and temporary works already on site.

    (b) Remove and replace any time of plant or temporary work which in the opinion of the Engineer-in-charge is unsafe, inadequate or unsuitable.

    The issuing of any directions by the Engineer-in-charge as mentioned in the preceding sub-Para shall not however relieve the contractor of any of his duties and representatives under the contract in procurement by him plants / machines in working conditions.

15. **Explosive and Inflammable Materials:**

The Owner/Employer does not anticipate use of any explosive or any inflammable material on this work, however in the event, explosives of inflammable materials are to be used for the execution of the works, the contractor shall at his own expense, obtain such license or licenses as may be required for storing and using explosives and or inflammable materials and locate, construct and maintain magazines if such and its required for storage in accordance with the requirements of the relevant Government Rules in force. Such magazines shall be in the care of competent watchman all the time. All these shall be done under intimation and after getting assurance from Engineer in charge.

The contractor shall exercise utmost care while using explosives and or inflammable materials not to endanger life or property and shall be solely responsible for any and all damages resulting from their storage and use, and shall indemnify absolutely Owner/Employer and its Officers and employees against any claim or liability arising out of any accident or violation of any law, rules, orders etc.

16. Contractor shall have to make his own arrangements for water and electricity for the purpose of construction work at site at his own expense.

17. If the contractor fails to execute the said works within prescribed time limit, the said work will be carried out at the risk and cost by other contractors with 15 % supervision charges as may be decided by the Engineer In-charge.

18. **Availability of Drawings**

The drawing and related details for the work prepared by the consultant and approved by SMC shall be made available from the office of Engineer In-charge.

19. **Office set up at site:**

Contractor has to set up a site office at a centrally located area making it accessible from all the work area, which shall be mutually agreed upon with SMC. The office shall have computer facilities with printers and Internet connection for Email Correspondence ensuring faster communication. Digital Camera with Data Transfer capabilities. The contractor shall take photographs and prepare videography of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the same in soft and hard copies to SMC. The Contractor is also required to provide office space for Project Management Consultant/ Employer's representative as directed by Engineer In charge.

20. **Safety and Signage**

Contactor has to arrange for the complete safety of the persons working for project, users of the road i.e., public and vehicles adjoining property/ properties also. All the arrangements of traffic drums, metal/fiber cones, traffic blinkers, traffic signs as per design, safety tapes etc. to be arranged at site. Necessary florescent marking on traffic signs to be provided so that it should be visible at night. During night working hours safety in charge personnel shall be provided with florescent jackets.

21. **Convenience of Traffic:**

The contractor shall notify in writing to the Engineer in charge or representative of SMC of the starting of any construction or other operation that may in any way to inconvenience or endanger traffic, at the earliest possible date and minimum a week in advance to enable the Engineer in charge to take action as per rules. Under no circumstances the contractor shall close any road traffic without the permission of the Engineer in charge.

Whenever necessary, temporary detours or diversions shall be made at service road also and maintained for traffic by the contractor at his cost. Such diversions shall have a width of not less than 7.5 meters throughout and shall be provided with necessary road signs clearly visible at a distance by day or night. There shall be a preliminary warning by red flags by day and red lamps/ blinkers by night at a distance of 150meter from the ends of diversion. All diversions shall be clearly demarcated by white washed stones or other such means. The contractor shall also prepare and get approved, the Work Zone Traffic Management Plan from concerned department/ authority.

All operations necessary for the execution of works and for the construction of any temporary works as shall be carried out so as not to interfere unnecessarily or improperly with public convenience or with the access to the and occupation of public or private roads and foot paths. Least possible obstruction shall be caused to traffic.

22. **Tax, Duties on Materials**

All charge on account of Goods and Service tax (GST) and other tax, etc. on material procurement or any other component for the works from any source shall be borne by the contractor.

23. **Submission of project schedule**

Contractor shall submit the detailed Project schedule showing break up for the various tasks to be performed in order of their occurrence during the project in Microsoft Project/Primavera format.

24. **Water Supply:** The contractor shall arrange at his own cost, a suitable supply of potable water for the construction of the works. The Contractor is required to provide Test certification of Water quality from approved laboratory to Engineer-in-charge for its approval prior to its use for Construction Work. All cost related to water supply shall be borne by the Contractor.

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

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

OPTION-1:

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

OPTION-2:

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

a) Contractor has to apply for water connection by Municipal Licensed plumber in prescribed form.
b) Contractor has to follow all procedure at his own expenses.
c) According to rule of Surat Municipal Corporation issued bill to contractor for consumption of water, contractor has to pay it within stipulated time and to submit one copy of bill and payment receipt to concern department. If contractor fail to pay the amount of bill/paid receipt, it can be recovered from contractor's bill.

d) If Municipal Corporation network is not available then Contractor can make arrangement of water tanker from nearby distribution center after depositing required amount.
e) After completion of work contractor has to cancel the water connection and inform the concerned department.
f) If the network and distribution center/network are both not available in that case contractor has to make his own arrangement for good quality construction water and has to follow option-1.

25. **Electricity:**

The Contractor is required to make its own arrangement, at its cost, for obtaining electricity connection. Payment of all costs in this regard will be the responsibility of the contractors. In case if there is any delay in supply of power at site or any interruption or fault in the power during the work. No compensation shall be paid for idle labor staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-payment of power consumption charges, SMC reserves the right to deduct the same from the RA/ Final Bills of the contractor.

FOR ELECTRICITY CHARGE

The contractor shall make his own arrangement at his cost for electric supply required for operating various plants and machineries required for the works and for general lighting purpose for site, office labour colony etc. The energy bills shall also be paid by the contractor.

26. The contractor will be required to arrange for total station survey for carrying out the work and for measurements wherever needed as per the instruction of the Engineer in-charge. No extra payment shall be made towards this.

27. Contractor shall have to deploy adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc. to carry out simultaneous work on all locations.

28. **Accident liabilities:**

The contractor shall be responsible for all liabilities under workman compensation act, and other relevant acts as under:

(a) Contractor shall take all necessary safety precautions during execution of work to avoid any type of accident at project site & plant site. No work shall continue at site in absence of necessary and adequate safety measures.

(b) Any accidents occurring at project & plant site during the contract period shall be the sole responsibility of the contractor.

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

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Date & Signature of the Contractor

SECTION II (B) – MEMORANDUM

Sr No.	Items	Particular Conditions for this Contract
1	**Name of Work**	Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).
2	**Length of the Road**	Total Length of the Corridor: **0.849 km**
3	**Estimated Value of the Work**	**Rs.5,47,32,331.12/-**
4	**Earnest Money Deposit**	• The amount of EMD is **Rs.5,48,000/-**. • 100% in the form of Demand Draft or pay order OR 50% in the form of Bank Guarantee & 50% In form of Demand Draft or Pay order of Nationalized/ Scheduled Bank only in favor of Commissioner, Surat Municipal Corporation, Surat through enlisted in form 5 Bank to SMC only and payable at Surat only.
5	**Tender Fee**	Rs.12,000/- +18%GST = Rs.14,160/- In form of Account Payee Demand Draft payable in favour of "The Commissioner, Surat Municipal Corporation".
6	**(i) Initial Security Deposit (ii) Performance security: To be deducted from each running bills as**	• @ **2%** of the Sanctioned Tendered Amount • @ **2%** of the work done amount which will be deducted from each running and final bill.
7	**Deduction of Retention Money from each RA Bill**	@ **5% of total amount of work done** from each interim(running) bill, which will be released along with the Final Bill.
8	**Time allowed for the completion of work from date fix in a written order to commence**	24 months (Excluding Monsoon)
	Note: Monsoon period (Equal to 90 days) from 15th June to 30th September will be excluded for calculating mile stones. It is important to note that not meeting the specified mile stones within the stipulated time allocated for it shall be considered as "FUNDAMENTAL BREACH OF CONTRACT" and based on this the work can be terminated by the employer.	
9	**Tender validity period**	120 days from the date of opening of price bid.
10	**Address**	1. The Employer is: Surat Municipal Corporation, Mugalisara, Surat- 395 003, Gujarat. 2. Hard copy submissions shall be submitted to: Chief Accountant, Surat Municipal Corporation, Mugalisara, Surat-395 003. 3. Price Bid shall be submitted online through https://smctender.nprocure.com before time and date specified in List of Important Dates.

<table>
<tr><td rowspan="7">11</td><td rowspan="7">Milestone of Work Completion (Asper section IV (A) clause 38 of GCC page no:75)</td><td>Milestone of Work Completion</td><td>Period in Months</td></tr>
<tr><td>MS-1</td><td>30 days from the date of Notice to Proceed with works.</td></tr>
<tr><td>MS-2</td><td>60 days from the date of Notice to Proceed with works.</td></tr>
<tr><td>MS-3</td><td>240 days from the date of Notice to Proceed with works.</td></tr>
<tr><td>MS-4</td><td>360 days from the date of Notice to Proceed with works.</td></tr>
<tr><td>MS-5</td><td>600 days from the date of Notice to Proceed with works.</td></tr>
<tr><td>MS-6</td><td>720days from the date of Notice to Proceed with works.</td></tr>
<tr><td>12</td><td>Amount of liquidated damages</td><td colspan="2">0.2% of contract price per day of delay</td></tr>
<tr><td>13</td><td>Limit of liquidated damages</td><td colspan="2">10% of sanction tender account</td></tr>
<tr><td>14</td><td>Defect Liability Period</td><td colspan="2">Defect liability period shall be
1. For CEMENT CONCRETE & BITUMINOUS ROAD WORKS, PAVEMENT QUALITY CONCRETE (PQC) is 60Months from the date of completion of entire project.
2. For FOOTPATH, WALKWAY, PARKING, SEATING AND CYCLE TRACK WORK 12 Months from the date of completion of entire project.
3. For ROAD SIGNAGES, 12 Months from the date of completion of entire project.
4. For STREET LIGHTING & ELECTRICAL WORKS, 06 Months from the date of completion of entire project.
5. For HORTICULTURE Woks, 06 Months from the date of completion of entire project
6. For Defected panels of PQC (due to surface cracks or any other reason as per IRC-15:2012 DLP shall be, 84 Months from the date of awarding certificate of work completion.</td></tr>
<tr><td>15</td><td>Joint Venture/ Consortium</td><td colspan="2">Joint Venture/ Consortium is not allowed.</td></tr>
<tr><td>16</td><td>Sub-contracting</td><td colspan="2">Sub-Contracting work is not allowed.</td></tr>
<tr><td>17</td><td>Variation</td><td colspan="2">Variation permitted upto +5% of the sanction tender price/ amount</td></tr>
<tr><td>18</td><td>Whether water charge shall have to be paid by the contractor</td><td colspan="2">Contractor shall have to arranged water for execution, curing. etc. at his own cost.</td></tr>
</table>

Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

SECTION III – QUALIFICATION INFORMATION FORMS

Contents

Form Number	Particulars
1.	Letter of Bid
2.	General Information
3.	Turnover, Profit and Net worth of last three years from civil construction contractual activities only duly audited.
4.	Summary of similar projects completed in last Seven years
5.	Summary of Current Contract Commitments/Works in Progress
6.	Details of availability of key personnel
7.	Power of Attorney
8.	Affidavit on stamp paper stating that Bidder has provided true information
9.	Anti-Black listing Information
10.	Quantities of work executed during last 7 Years
11	Availability of equipment's
12	Affidavit for site visit

Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Form No: 1
Letter of Bid
(On the letterhead of the bidder)/ (Online only)

Dated:

To,

Deputy Municipal Commissioner,
On behalf of Surat Municipal Corporation (The Employer)
Surat.

Subject: With respect to tender for

Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).

Dear Sir,

With respect to above mentioned subject, we are pleased to submit the bid. This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, we are not given any written or oral promise from the Employer.

The EMD details are as follows:

Amount: Rs.5,48,000/-, DD No./ Pay Order No/Bank Guarantee No._____ Dated: _____

Payable at Surat on Bank: _____

The Tender Fee Draft details are as follows:

Amount: _____ DD. No. _____Dated: _____

Payable at Surat on Bank: _____

We are pleased to submit the following towards the same.

1) Eligibility and Qualification Submissions, etc. (online)
2) Price bid through e- Tendering. (online)

We are fully aware that the Employer has a right to accept any tender or reject any/ all tenders without giving any reason and upon rejection of tender/ tenders we shall not be entitled to any right with related to the Employer.

We have thoroughly read and understand all the terms and conditions of this tender and promise to observe all the terms and conditions of this tender. We have signed and sealed each and every page of this tender document.

(Signature and stamp of the Bidder with date)

Form No: 2
General Information

All Bidders are required to furnish the information in this format.

1	Type of the Bidder (Company/Partnership):	
2	Name of firm/s	
3	Head office address	
4	Year of incorporation/ registration	
5	Local office address (if any)	
6	Telephone & Contact Details of Concerned person/s with name & position	
7	Email address	
8	Place of incorporation/ registration	
9	Main field of business 1.	Since:
	2.	Since:
	3.	Since:

All Bidders are required to furnish the documents such as MOA, AOA, Partnership Deed, Sales tax registration, GST Number, Factory and Shop & Establishment registration as may be applicable.

(Signature and stamp of the Authorized signatory of Bidder with date)

Form No: 3

Turnover, Profit and Net worth of last three years from civil construction contractual activities only duly audited.

Name of Bidder:

A Annual Turnover

All Bidders individually must complete the information in this form. The information supplied shall be the annual turnover of the Bidder in term of the amounts billed to clients for each year for work in progress or completed.

Annual turnover for the following years	
Year	**Turnover (in Rs.)**
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	
Average of last 5years	

(Such turnover certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)

B Profit and Net worth

Year	**Profit (in Rs.)**	**Net worth (in Rs.) ***
2022-23		
2023-24		
2024-25		

Net worth*: = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets

(Above statement /certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)

(Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:)

(Also provide front page copies of audited financial statements for last three years)

Form No: 4
Summary of Similar nature of projects (as defined in clause 4.1(b) of ITB) completed in last seven years.

(2018-19 to 2024-25 and till date)

Bidders shall provide information on such similar projects executed during last 7 years in the form of a table as given below:

Name of Bidder:

Name of Employer	Name of contract, location and nature of their work	Name of consulting Engineer or agency responsible for supervision	Contract amount in Indian Rupees& date of contract	% of participation of company in the project if project is completed as Prime Contractor of Joint venture	Total Value of work completed and certified in Indian Rupees	Actual date of start of work	Actual date of work completion	Evidence provided from client (Form 3A, etc.)
1	2	3	4	5	6	7	8	9

Bidder shall provide evidences in terms of Work Orders & project completion certificates from client for all mentioned projects from clients.

Form No: 5

Summary of Current Contract Commitments/ Works in Progress& possible future prospects of work in which bided

Name of Bidder

Bidders must provide information on its current commitments on all similar civil contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which full completion certificate has yet to be issued.

Name of Employer	Name of contract location and nature of their work	Name of consulting Engineer or agency responsible for supervision	Contract amount in Indian Rupees & date of contract	% of participation of company in the project if project is completed as Lead member of Joint venture	Value of work completed and certified in Indian Rupees	Actual date of start works	Actual date of work completion	Evidence provided from client
1	2	3	4	5	6	7	8	9

Bidder shall provide evidences in terms of Work Orders, Letter of Acceptance, etc. for all such projects mentioned in the table. If the work has to be carried out under Joint Venture, the share of each Joint Venture partner has to be indicated.

Work completed Performa for declaration regarding works on hand with the tenderer:

Sr. No.	Name of work with place	Tender Cost	Date of issue of work order	Stipulated period of completion	Amount of work done till previous month to the month in which tender is	Remaining/ outstanding commitments	Brief details of delay, if any	Name of Client	Litigation /dispute if any	Document supporting the details
1	2	3	4	5	6	7	8	9	10	

ALL PROJECTS BIDDED LIST OF PROJECTS BIDDED BUT NOT AWARDED.								
Employer of Employer	Consultant Supervising, if any	Location and description of Company	Percentage part	Value of Contract in Indian Rupees	Date of bid	Expected date of award	Staff connected on the project	Position in Bid if known
1	2	3	4	5	6	7	8	9

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

Form No: 6

Details of Project Manager and Key Personnel

Name of Work :- Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).

The Bidder shall provide the details and information of availability of key personnel in table provided below. (See Clause 4.1 (e) of Instructions to Bidders section):

Sr. No.	Name of the Employee	Designation	Qualifications	Total Experience	Exp. in / Skill set work
1.		PM			
2.		SCM			
3.		EE			
4.		ME/QCME			
5.		Surveyor			
6.					
7.					

Bidder is also required to provide the CVs along with qualification certificates of all personnel as mentioned in the table above in the following format:

Sr. No.	Particulars	
1	Name	
2	Qualification	
3	Project details on which personnel has working experience	Name of the Project: Details of the Project: Tenure for which the personnel worked on that Project:
4	Any other important information	
5	Signature of the personnel	

Form No: 7

Power of Attorney

(On a Stamp Paper of appropriate value also notarized)

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

To,
Deputy Municipal Commissioner,
Surat Municipal Corporation, Surat.

Dear Sir,

REF: Your Tender Ref.: <Name of the tender, tender no., Issue date, etc.>

<Bidder's name> hereby authorizes <Designated Representative's name> to act as a representative of <Bidder's name> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings with Surat Municipal Corporation or other entities associated with tender for "Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)." and to discuss, negotiate, finalize and sign any bid or agreement and subsequent Contract.

Yours faithfully,

<Signature of appropriate authority of the Bidder >Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >
Encl: Board Authorization

Witnesses:

Encl: As above

Form No: 8

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/ documents.

Dated this ____ day of _____ 2026

Signature

(Company Seal)

_____

In the capacity of duly authorized to sign bids for and on behalf of:

To be signed by:
Authorized Signatory with name and designation

Form No 9

Anti-Blacklisting Certificate

(On a Stamp Paper of Rs.300)

(To be provided by Bidder)

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

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2026.

_____

To be signed by:
Authorized Signatory with name & designation
Name of the Bidder

Form No 10
Quantities of work executed from F.Y. 2019-20 to till last date previous month in which of online tender is invited(Clause 4.1 (b1))

Name of the Bidder:

Year	Name of work	Name of Employer	Quantity of work performed in Cum			Remarks
			PQC work using Slip Formwork/Fix Form Paver (Cum)	Bituminous work(MT)	Concrete work (Cum)	Indicate contract ref
2025-26						
2024-25						
2023-24						
2022-23						
2021-22						
2020-21						
2019-20						

NB: Bidders are required to submit supporting documents such as client certificates, not less than Executive Engineer, as evidence for each work and quantity mentioned as above.

Sign and Seal of the Bidder.

Form No 11

Availability of Equipment's (Clause 4.1 (h))

Item of equipment	Tender Requirement		Availability with Bidder			
	Requirement Number	Capacity	Actual Quantity provided	Actual Capacity	Owned, Leased or procured or to be procured	Remarks
For Cement Concrete Road work						
Fully Automatic Concrete Batching	1	60 cum/hr or above				
Concrete Transit mixer	4	10 MT or above				
Concrete Slip form paver finisher with electronic sensor and automated dowel bar inserter with texturizing & curing compound sprayer unit.	1	3 to 5m wide				
Screed vibrators	2	-				
Needle vibrator	2	60 mm				
Diamond cutter	2	-				
Vibratory Road Roller	2	8 to 10 MT				
Tandem Roller	2	8 to 10 MT				
Pneumatic Tyred Road Roller	1	10-12 MT				
Tipper or dumpers	5	7 cum				
For Bituminous Road work						
Disc Harrowing and/or Rotavator	1 Nos.	-				
Grader	1 Nos.	-				
WMM Plant	1 Nos.	100 TPH or above				
Sensor paver finisher	1 Nos.	up to 5.50 mt. width				
Hot mix Asphalt Plant	1 Nos.	80 TPH or above				
Mechanical Bitumen/Emulsion sprayer	1 Nos.	-				
Truck/Hywa/MTV	07 Nos.	7 Cum.				
Integrated manual machine with cylinder for thermoplast	1 Nos.	-				
Plate Vibrator	1 Nos.	3 to 5 Ton				

(Also see List of Essential Equipment's for Cement Concrete/Bituminous Road works in Clause 4.1 (h))

Form No: 12

AFFIDAVIT FOR SITE VISIT

(On Rs300/- non- judicial stamp paper)

……. (Date)

To,
Dy. Municipal Commissioner
Surat Municipal Corporation

Name of Work :- Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt).

Dear Sirs,

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.

SECTION IV (A)-GENERAL CONDITIONS OF CONTRACT

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Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Date & Signature of the Contractor

A. General

1. Definitions

(Terms which are defined in the Technical Specifications are not defined in the Conditions of Contract but have their defined meanings. Capital initials are used to identify defined terms.)

1.1. 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.

1.2. Applicable Laws means all statutes and laws promulgated or brought into force and effect by the Central Government of India or any State Government(s) or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement or Contract.

1.3. Applicable Permits means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the constructions, operations and maintenance of the Works/Project during the subsistence of this Agreement.

1.4. Bid shall mean all necessary submission pursuant to Eligibility and Qualification requirement as per the Tender document (hereunder called "Eligibility and Qualification Submission"), Technical Bid and Price Bid submission Online through www.smctender.nprocure.com. Bid shall be submitted in three parts i.e., "Eligibility and Qualification Submission" submitted online. Technical Bid and Price Bid shall be submitted online as per tender requirement.

1.5. Bill of Quantities means the priced and completed Bill of Quantities as specified in Section VI of this Tender and forming part of the Bid.

1.6. Completion Date is the date of completion of the Works as certified by the Engineer and Completion Certificate issued in accordance with Clause 64.2 of General Conditions of Contract.

1.7. Completion Period shall be **24 (Twenty-four)months (excluding monsoon months)** from date of issue of Notice of Award.

1.8. Contract or Agreement is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.2 of General Conditions of Contract.

1.9. Contractor is a person or corporate body whose Bid to carry out the Works, including routine maintenance, has been accepted by the Employer.

1.10. Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

1.11. Contract Price/Bid Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

1.12. Contract Period shall start from the date of issue of Notice to Proceed and end at end of Defect Liability Period.

1.13. Days are calendar days; months are calendar months.

1.14. Defect is any part of the Works not completed in accordance with the Contract.

1.15. **Defects Liability Period:** The Defect Liability Period for Cement Concrete Road, Bituminous Road Work, Pavement Quality Concrete (PQC)is **60 months** and for footpath, walkway, parking, seating and Cycle Track Work **12 months** and for road signages **12 Months** and for street lighting & electrical works and Horticulture **06 months** and for remaining work specified in BOQ will be **12 Months** from the date of completion of entire project and Defect Liability

Period for defected panels of PQC is **84 months** from date of awarding certificate of work completion.

1.16. Drawings include drawing specified in section VIII and calculations and other information provided or approved by the Engineer for the execution of the Contract.

1.17. Estimated Project Cost means Engineer's estimates of value of Works as specified in point 1 of Invitation for Bidder (IFB) section.

1.18. Eligibility and Qualification Submissions is defined in clause no 12 of Instruction to Bidder section. It comprises all necessary PQ supporting documents specified in clause 4.2 of ITB, Tender Fee and EMD as per relevant clauses of ITB and addenda, corrigendum if any. Eligibility and Qualification Submission shall be submitted physically dully signed before the time, mode, address and place specified in Tender Notice.

1.19. Employer is the party (Surat Municipal Corporation or SMC), who employs the Contractor to carry out the Works, including routine maintenance during the Defect Liability Period, Employer, may delegate any or all functions to a person or body nominated by him for specified functions.

1.20. The Engineer is the City Engineer or Construction Supervision Consultant as appointed by the Employer (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract. He is also known as Engineer in Charge or Engineer-in-Charge.

1.21. Engineer In Charge: The "Engineer in charge" or the "Engineer" shall mean the technical person designated as such by the owner from time to time and shall include those who are expressly authorized by the Surat Municipal Corporation to act for and in its behalf for the operation of this contract viz, Executive Engineer of concerned department/Zone.

1.22. Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

1.23. Force Majeure Event shall have the meaning set forth in Clause 77 of this GCC.

1.24. Good Industry Practice shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

1.25. Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

1.26. Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion date shall be **24 months (excluding monsoon)** from the date of issue of Notice to Proceed. The Intended Completion Date may be revised only by the Road Department Engineer by issuing an extension of time after approval from respected Municipal Commissioner.

1.27. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

1.28. Material Adverse Effect means any act or event of either Party which causes a material financial burden or loss to the counter party.

1.29. Parties shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

1.30. Performance Certificate is the certificate issued by Engineer, after the Defect Liability Period has ended and upon correction of Defects by the Contractor to the satisfaction of Engineer.

1.31. Plant is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function as may be required for execution of this Contract.
1.32. Routine Maintenance is the maintenance of corridors for the Defect Liability Period.
1.33. Site/ Project Site is the area defined in which project is executed.
1.34. Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.
1.35. Start Date the start date shall be from 10th day of date of issue of notice to proceed with the work and possession of site given to the Contractor.
1.36. Sub-Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.
1.37. Dully filled and signed copies of form no 1 to 12 specified in section III of ITB shall be submitted online along the Eligibility and Qualification Submissions.
1.38. Technical Specifications means the Specifications of the Works as mentioned in Section V and included in the Contract and any modification or addition made or approved by the Engineer.
1.39. The Owner/Employer shall mean Surat Municipal Corporation, Surat represented by Municipal Commissioner/City Engineer/Add. City Engineer or any officer authorized by the Surat Municipal Corporation.
1.40. Termination shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
1.41. Termination Date shall mean the date specified in the Termination Notice or Notice of Termination as the date on which Termination occurs.
1.42. Termination Notice means communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement.
1.43. Temporary Works are works designed, constructed, installed and removed by the Contractor that are needed for construction or installation of the Works.
1.44. Quantity Variation means difference in quantities of items from estimated and actual, which is required to complete the Works as per the Technical Specification.
1.45. Vandalism means destroying or damaging project property, deliberately and for no good reason by the persons other than the employee or Contractor.
1.46. Works or Project is defined as the scope of works defined in clause 1 of Instructions to Bidders and clause 3 of GCC or elsewhere specified in these Bidding documents, which contractors shall be required to perform.

2 Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 The following documents shall be deemed to form and be read and construed as part of Agreement/Contract, and shall be interpreted in the following order of priority:

i. Agreement signed between two parties
ii. Any correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement
iii. Notice to Proceed with the Work.

iv. Letter of Acceptance.
v. Special Conditions of Contract
vi. General Conditions of Contract and any other terms specified elsewhere in the Tender.
vii. Technical Specifications as mentioned in this tender document. &MoRT&H
viii. Technical Specifications - Revised Clauses
ix. Technical Specifications - Additional Special Specifications.
x. Scope of work
xi. Performance Security
xii. Drawings.
xiii. Bill of Quantities.
xiv. Contractor's Bid.
xv. Any modification/amendments issued by Employer prior to bid submission date.

It is clarified that in case of conflict between the documents mentioned above, the detailed terms specified in the Agreement, the Agreement shall have over-riding effect.

2.3 Priority of Contract Documents

In case of any ambiguities or discrepancies, the priority shall be as under:

a) Letter of Acceptance
b) Priced Bill of Quantities, Correspondence after submitting bid and before letter of acceptance/ modification/ addenda.
c) Additional Technical Specifications.
d) Technical Specifications revised clauses of MoRT&H
e) Technical Specifications Clause MoRT&H
f) Drawings
g) Special Conditions of Contract; contract data.
h) General Conditions of Contract
i) Additional/General Conditions of Contract

3 Scope of Work

The Scope of the Work of this Project shall mean and includes followings.

"Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(2nd Attempt)." for Surat City as specified in clause 1 of ITB and as per Technical Specifications specified in section V, BOQs specified in section VI, Drawing specified in section VIII.

a) Regular Maintenance of the Project as per Tender terms and MoRT&H

b) Performance and fulfillment of all obligations of the Contractors in accordance with the provisions of Contract Conditions and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Contract.

4 Language and Law

The language of the Contract documents is English and the law, which applies to the Contract, is the law of Union of India and applicable State laws of Gujarat State.

5 Engineer – In-charge

5.1 Authority of the Engineer-in-charge:

Save in so, as it is legally or physically impossible, the contractor shall execute, complete and maintain the works in strict accordance with the contract under the directions and to the entire satisfaction of the Owner/Employer / Engineer-in-charge and shall comply with and adhere strictly to the Owner/Employer/Engineer-in-charge's instructions and directions on any matter (whether mentioned in the contract or not).

Subject to overall control of Owner/Employer / Engineer-in-charge, he shall decide all issues which may arise as to quality and acceptability of materials furnished and work executed, manner of execution, rate of progress of the works, interpretation of the plans and specifications and acceptable fulfillment of the contract on the part of the contractor etc. He shall determine the amount and quality of work performed and materials furnished and his decision and measurements shall be final. In all such matters and in any technical questions which may arise touching the contract, his decision shall be binding on the contractor.

The Owner/Employer / Engineer-in-charge shall have the power to force such decisions and orders if the contractor fails to carry them out promptly. If the contractor fails to execute work ordered by the Owner/Employer / Engineer-in-charge, he may give notice to the contractor specifying a reasonable period therein and on the expiry of that period, proceed to execute such work as may be deemed necessary and recover the cost thereof from the contractor.

The Engineer-in-charge shall have no authority to alter or waive the provision of plans and estimates and specifications. He shall however have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, re-do or rectify any work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply with all these requirements forthwith.

5.2 Authorized Representative of Engineer-in-charge:

The owner may employ supervision consultants who will act in the capacity of authorized representative of the Engineer–in-Charge. The supervision consultants will be responsible for day-to-day supervision of works, to test and examine any materials to be used or workmanship employed to ensure that the works are performed in conformity with the plans, estimates and specifications in all respects and to keep the Engineer-in-charge informed as to the progress of the works and the manner in which they are done. The powers which may be delegated to the supervision consultants by the Owner/Employer shall be binding on the contractor.

5.3 Limitations of Engineer-in-charge and his Representative:

Failure of the Owner/Employer's supervision consultant to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or materials or to order pulling down, removal or breaking up thereof. If the contractor shall be dis-satisfied by any reason on decision of the Engineer-in-charge or his representative, he shall be entitled to refer the matter to the higher authority in Owner/Employer who shall there upon confirm reverse or vary such decision, if considered necessary in terms of contract conditions.

5.4 Except where otherwise specifically stated, the Engineer-in-charge will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

5.5 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

6 Delegation

The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

7 Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

8 Joint Ventures

8.1 Consortium/Joint Venture is not allowed to participate in Bid. The Contract shall be terminated if Single Contractor forms Joint Venture/Consortium after award of Work.

9 Assignment

The contractor shall not assign, transfer or otherwise dispose of the contract or any part or share thereof, in respect of any right, title, benefit or interest thereof or there under, No installment or other sum of money become payable under the contract shall be payable to any person other than the contractor, unless the written consent of the Engineer-in-charge to the assignment or transfer of such money to such person, be produced when such payment is claimed as due.

10 Sub-letting

The contractor shall not sublet the whole or part of the works except where otherwise provided by the contractor for any part of the works, with the written consent of the client. Notwithstanding such consent, the contractor shall not be relieved of any of his liabilities or obligations under the contract. The contractor will stand responsible for all the acts, defaults, and neglects, if any, by such sub-contractor, his agents, servants or workmen as if they were the acts, defaults and neglects of the contractor himself. It is provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting under this clause.

When asking for consent from the client, the contractor shall submit names of sub-contractors and of the actual makers in case the sub-contractors are not the actual makers. If and when the client has consented in writing, the contractor shall send two copies of the sub-contract to the engineer-in-charge.

The sublet order shall contain all necessary information given in the specifications of the contract to enable the sub-contractor supply the materials or execute the work in accordance therewith and adhere to the time in which the sub-contractor is to procure the materials and complete the works.

11 Documents mutually explanatory and complementary:

The several documents forming the contract are essential part of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be mutually explanatory and complementary and to describe and provide for a complete work.

In the event of any discrepancy between the several documents forming the contract in any one document, the following order of precedence shall apply for dimensions and quantities of items/Works:

i) Drawings
ii) Bill of Quantities.

iii) Broad specifications given in the tender, on drawings.

Figured dimensions, unless obviously incorrect, will be followed in performance to scaled dimensions for description of Works:

iv) Bill of Quantities.

v) Drawings

vi) Broad specifications given in the tender

In case of defective description or ambiguity, the Engineer-in-charge shall issue further instructions directing in what manner the work is to be carried out, it being understood that the best modern practice is to be followed and the contractor shall forthwith comply with such instructions without any extra cost.

The contractor shall take no advantage of any apparent error or omission in drawings or specifications or in Bill of Quantities and the Engineer-in-charge shall be permitted to make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications.

12 Subcontracting

12.1 The contractor cannot subcontract the whole or any part of the work assigned to him under the contract.

13 Programme of works:

The contractor shall furnish a detail programme of work with detail scheduling and planning of all activities, and cash flow chart in writing for approval of the Owner/Employer / Engineer-in-charge, within 14 days after the work order to commence execution of the work contract is given and wherever required thereafter, a programme of construction and no change shall be made, except with the approval of or at the instance of the Owner/Employer / Engineer-in-charge.

The approval of a programme shall not relieve the contractor of any of his duties and responsibilities under the contract. The adoption of any modification in the programme required by the Owner/Employer/Engineer-in-charge to make good deficiency in progress shall not entitle the contractor to any extra payments etc.

14 Disposal of Surplus Excavation Materials:

Surplus material, which in the opinion of the Engineer cannot be used in the works, shall be removed from site by the Contractor and disposed off at all lead and lifts. The Contractor will locate the place for disposal of surplus material, SMC will not make available the place for disposal of material and no claim will be entertained on that account, surplus material in the opinion of Engineer-In-Charge will be the properties of contractor.

Engineer in charge may instruct the contractor to stack some useful materials to be utilized either in monsoon period or at some specific locations at required and affected spots.

After completion and consolidation, if any shortfall of earth is found then contractor has to bring the same to the required quantity of required quality in order to meet short fall at his / their own cost. Moreover, if any settlement of road after reinstatement is observed during the defect liability period of work, the contractor shall be fully responsible for the defective work and patches/depressions/ settlements shall be repaired to be good so original at the contractor's own cost. If contractor fails to repair the patches/depressions/settlements in time, corporation will repair it at all risk & cost of contractor.

15 **Patented Devices, materials and Processes:**

Whenever the contractor desires to use any design device, drawing information's, materials or process covered by a patent or copyright, he shall procure the rights for such use by suitable legal agreement with the patentee or owner at his own expenses and a copy of the agreement shall be filed with the Engineer-in-charge.

The contractor shall indemnify the Owner/Employer from and against all claims, proceedings damages, costs and expenses which may be brought or made against the Owner/Employer or to which they may be put by reason of the contract infringing or being held to have infringed any patent rights or copyright in relation to any design, device drawing, materials or process at any time during the prosecution or after the completion of the work and in the event of any injunction being obtained against the use of the same, the contractor shall replace the same with other materials design, drawing, device, process etc. which do not infringe any such patent right or copy right, to the satisfaction of the Engineer-in-charge.

16 **Trespass:**

The contractor shall at all times be responsible for any damages due to trespass committed by his agents and work people in carrying out the work, unless authorized by the Engineer-in-charge in writing in which case, all repair work shall be done by the contractor at his own cost to restore the original condition.

17 **Police protection:**

If the police are asked for by the contractor for special protection of his camp of work, the SMC/Employer may issue recommendation letter for such protection so far as possible with the authorities concerned and the full cost of such protection shall be paid by the contractor directly to the concerned police station.

18 **Office set up at site:**

The Contractor has to set up a site office at a centrally located area making it accessible from all the work area, which shall be mutually agreed upon with SMC/Employer. The office shall have computer facilities with printers and Internet connection for Email Correspondence ensuring faster communication. The contractor should also have Digital Camera with Data Transfer capabilities at the site. The contractor shall take photographs& videography of site prior to commencement of work, during construction and after completion of work as suggested and shall submit the photographs in soft and hard copies to SMC. The Contractor is also required to provide office space for Project Management Consultant/ Employer's representative as directed by Engineer In charge.

19 **Obligations of the Contractor**

19.1 General Obligations of Contractor

a) Subject to and terms and conditions of this Contract, the Contractor at its cost and expense shall undertake survey, engineering, procurement, construction and maintenance of the Project and fulfill, comply with all obligations set out in the Contract Conditions, Scope of Work, Technical Specifications and Drawings.

b) Comply with applicable laws and permits in performance of its obligations during Construction and Maintenance Period.

c) Performance of all obligations under this Contract in accordance with the Good Industry Practice and as a reasonable and prudent person.

d) The Contractor shall remedy all loss or damage to the Project or Material to be incorporated in the Project from the Start Date till the end of the Defect Liability Period at Contractor's cost if such loss or damage is attributable to the Contractor's acts or omissions.

e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Contractor's obligations under this Contract.

f) Contractor shall not do or omit to do any act, deed or thing which may in any manner be violate any of the provisions of the Contract/Agreement.

g) Contractor shall support, cooperate with and facilitate the Employer in the implementation and operation of the Project in accordance with the provisions of this Contract.

h) The Contractor should take up the Works as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.

i) Contractor shall take insurance policies of Works, Plant& Materials, its employees and Third-party insurance as per the provision of this Contract.

j) The Contractors shall also give a list of machineries in his possession and that he proposes to use exclusively for this the work.

k) The Contractor is responsible for safety of its people deployed on Project. He shall have to arrange for the supply of gumboots, hand gloves, mask, safety helmets etc. invariably to the laborers/workers engaged by the contractor on work.

l) The Contractor shall have to deploy adequate plant, machinery, manpower, equipment, DG set, supervisory staff etc. to carry out simultaneous work on all locations.

m) The Contractor shall deploy adequate and good quality of equipment's required for maintenance. It also has to abide by the directions of the Engineer during the work.

n) The Contractor shall not have any legal rights on the Site and the Contractor is required to use Project site to carry out the Project Works only.

o) No waiving of legal rights and powers:

The Owner/Employer shall not be precluded or stopped by any measurement, estimates or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the contractor and from showing that any measurement, estimate or certificate is untrue or incorrectly made, and that the Owner/Employer shall not be precluded or stopped from recovering from the contractor such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the Owner/Employer or any representative of the Owner/Employer nor any payment for or acceptance of the whole or any part of the work nor any extension of time nor any possession taken by the Owner/Employer shall operate as a waiver of any portion of the contractor any power herein reserved or of any right to damages. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

p) The Contractor is required to provide the colour photograph with necessary drawing displaying the date and time of Completed Work along with the Bill as and when demanded by Engineer In-Charge.

19.2 Cooperation with Other Contractors

The Contractor shall cooperate or provide any facilities and share the Site with other Contractors, public authorities, utilities and the Employer, if Employer so demands or as referred in Technical Specifications.

19.3 No Advertisement shall be done by the Contractor

Project or any part thereof shall not be used in any manner to advertise any commercial product or services by Contractor. It is agreed that Contractor can only display diversion or safety related displays during the execution of Works only.

19.4 Employment of competent Personnel

a) The Contractor shall employ competent technical personnel or other technical persons approved by the Engineer for the construction work and maintenance works of the Project. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than existing competent technical personnel. Inability to depute proper staff (technical & non-technical) will attract penalty as felt suitable to engineer in charge.

b) If the Engineer-in-charge asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

c) The Contractor shall not employ any retired officer who has worked in the Engineering Department of the Surat Municipal Corporation and has either not completed two years after the date of retirement or has not obtained Surat Municipal Corporation’s permission to employment with the Contractor.

19.5 Contractor to carry out the Works

a) The Contractor shall carry out engineering, survey, construction, repair and maintain the Works in accordance with the Technical Specifications, Scope of Work, Drawings and Good Industry Practice at Project Site as per the direction of Engineer-in -charge. Any breach or deviation from the Technical Specifications, quality, and Safety aspects leads to Damages and Penalties. The Damages and Penalties shall be commensurate with the type and nature of the Default or breach. The deviation from the Technical Specifications shall only be permitted to the extent permitted by the Engineer.

b) Contractor shall bear full risk in and take full responsibility for the care of the Works/Project and Materials, equipment’s for incorporation therein from Start Date until the end of Defect Liability Period except to the extent that any loss of or damage to the same shall arise out of any default or neglect of Employer.

19.6 Electricity, Water and other services

a) Water Supply: The contractor shall arrange at his own cost, a suitable supply of potable water for the construction of the works. The Contractor is required to provide Test certification of Water quality from approved laboratory to Engineer for its approval Prior to its use for Construction Work. All cost related to water supply shall be borne by the Contractor.

b) Electricity: The Contractor is required to make its own arrangement, at its cost, for obtaining electricity connection. Payment of all costs in this regard will be the responsibility of the contractors. In case if there is any delay in supply of power at site or any interruption or fault in the power during the work, no compensation shall be paid for idle labour staff, machineries and for use of diesel operating sets etc. as the case may be and no extra time limit shall be granted. In case of failure of the non-payment of power consumption charges, SMC reserves the right to deduct the same from the RA/ Final Bills of the contractor.

c) The contractor will be required to arrange for total station survey for carrying out the work and for measurements wherever needed as per the instructions of the Engineer-in-Charge. No extra payment shall be made towards this.

d) Contractor will be required to establish a laboratory, fully equipped with test apparatus as per schedule provided in tender, inability to do so will attract penalty as felt suitable to engineer-in-charge.

e) The Contractor is also required to set up material storage area.

19.7 The Works are to Be Completed by the Intended Completion Date

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date. Any delay leads to the Liquidated Damages as specified under clause 43 of this General Conditions of Contract.

19.8 Safety

a) The Contractor shall be responsible for the safety in all activities on the Site and safety of adjoining properties and adjoining property dwellers to the extent it (safety of adjoining properties and adjoining property dwellers) is affected by construction activities. The contractor is responsible to follow all the safety measures stated in IRC: SP:55 throughout the ongoing work and also shall submit Work Traffic Management Plan on regular basis as intimated by Engineer-in-charge. He shall be responsible for any of damage, causalities, and inconvenience due to lacking of safety on site and hence liable to compensate /penalized for all such damage, causalities and inconvenience in terms of money as decided by the engineer and such amount shall be deducted from his running bill for that month or other deposits of contractor.

b) The contractor shall, unless otherwise specified, be responsible for the proper fencing, lighting grading and taking of the necessary safety measures for all works comprised in the contract and for the proper provision of temporary road, way, foot way, guards, fences, caution notices etc., as far as the same may be rendered necessary by reasons of the work for the accommodation of workmen, foot passengers or other traffic and of owners and occupiers of adjacent property and the public and shall remain responsible for any accidents that may occur on account of his failure to take proper & timely precautions.

c) The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupations of adjacent properties and to the public generally and to prevent any damage to such properties and any pollution. He shall make immediately good at his own expense and the satisfaction of the Engineer-in-charge, any damage to roads, paths, cross-drainage works, underground utilities like water line, drainage network, cables of electric line, telephone line etc. or public or private property when-so-ever and whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be cleaned away by the contractor.

d) All the arrangements made for fencing and lighting shall be maintained by the contactor throughout the contract till the physical taking over of the work by the Employer.

e) The Contractor shall provide all necessary personal safety equipment and first aid apparatus available for the use of persons and workers employed on the site and shall maintain them in the same conditions suitable for immediate use at any time and shall comply with the BOCW Act 1996, National Building Code of India (2016), and relevant all safety codes and the Acts.

f) The workers shall be required to use the equipment so provided by the Contractor and the Contractor shall take adequate steps to ensure proper use of the equipment by those concerned.

g) When work is carried on in proximity to any place where there is a risk of drawing all necessary equipment shall be provided and kept ready for use and necessary steps shall be taken for the prompt rescue of any person in danger.

h) Adequate provision shall be made for prompt first aid treatment or injuries likely to be sustained during the course of the work.

i) The Contractor shall be responsible for and shall pay the expense of providing medical to any workmen or any personnel who may suffer a bodily injury as a result of an accident. If such expenses are incurred by the Employer the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Employer from any amount due to that may become due to the Contractor

19.9 Liability in case of Damage done in surrounding areas

a) Compensation for all damage done intentionally or unintentionally by Contractor's labourers/ machinery whether in or beyond limits of Municipal Corporation properties, Service Provider's properties, Any Government Agencies properties, all Third party properties whether underground or above ground shall be estimated by the Engineer, or such other officer as he may appoint and the estimates of the Engineer, subject to the decision of the Additional City Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages from Performance Security or deducted by the Engineer from any sums that may be due or become due from Municipal Corporation to the contractor under this contract or otherwise.

b) The Contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of the fire and he shall also pay the damages and cost that may be awarded by the court in consequence.

19.10 Obligations regarding labour laws

The Contractor shall have to adhere to the applicable labour laws including for wages during the Contract.

LABOUR LICENCE: -

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

19.11 Contractor to Execute the Works

(i) The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner and both as regards materials and in other respects in strict accordance with Technical Specifications, Drawings and Good Industry Practice.

(ii) The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing for the work signed by the Engineer-in-charge. The design and the drawings shall be lodged in the office of the Engineer-in-charge to which the contractor shall be entitled to have access for the purpose of inspection at such office during office hours.

(iii) Where the instructions referred to above are not contained in separate letters addressed to the contractor the same shall be recorded in the work order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work-order book, which shall be maintained and kept on the site of the work. The contractor shall be required to sign such entries in the work-order book in token of having noted the instructions. However, if the contractor fails to sign the work-order book for any reason whatsoever, the entry of the instructions in the work-order book shall be deemed to be the due notice to him of the said instructions. The work-order book shall be open for inspections to the contractor on the site of the work during office hours.

19.12 Obligations relating to Ownership of Contractor Company

Contractor shall not undertake or permit any changes in its ownership, except with the prior approval of the Authority during the Construction Period.

19.13 Contractor's Risk

a) All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract on any default or neglect of Contractor is the responsibility of the Contractor.

20 **Obligations of the Employer**

20.1 General Obligations of Employer

(i) Employer is responsible for correctness and completeness of the Scope of the Project.

(ii) Employer shall provide Site to Contractor for carry out its obligations under this Contract and Scope of Work.

(iii) Procure all applicable permits relating to the environment protection and site conservation if applicable.

(iv) Upon written request from the Contractor, subject to Contractor complying with applicable law, provide reasonable support to Contractor for obtaining applicable permits.

21 **Liability of accidents to persons**

21.1 Responsibilities and liabilities of the Contractor under Workmen's Compensation Act following shall also apply:

a) On the occurrence of an accident, which result in death of workmen employed by the contractor or which is so serious as is likely to result in death of any such workmen, the Contractor, shall within 24 hours of happening of such accident(s) intimate, in writing to the Engineer in charge the fact of such accident(s). The contractor shall indemnify Surat Municipal Corporation (SMC) against, all loss or damage sustained by the SMC resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by the SMC as a consequence of SMC failure to give notice under the Workmen's Compensation Act or otherwise to conform to the provisions of the said act in regard to such accident(s).

b) In the case of an accident, in respect of which compensation may become payable under Workmen's Compensation Act, whether by the contractor or by the Government as principal Employer, it shall be lawful for the Engineer in charge to retain cut of money due and payable to the contractor, such sum or sum of money as, may, in the opinion of the Engineer in charge, be sufficient to meet such a liability. The opinion of the Engineer in charge shall be final in regard to all matters arising under this clause.

22 Residential accommodation and sanitary and medical arrangements to be provided to the labour employed by the contractor:

a. Before opening a labour camp, the contractor shall obtain and follow the advice of the Medical Officer of the City regarding the campsite, accommodation, water and food supply, sanitary arrangement, etc.

b. The contractor shall build sufficient number of camps as per letter from mission director, Gujarat saheri aajivika mission dated 25/10/2023 for the labour on a suitable plot of land according to the following specifications.

(i) A good site shall be selected; High ground removed from jungle but well provided with trees shall be chosen wherever it is available. The neighborhood of heavily built-

up areas should be particularly avoided. Camps should not be established closed to railways, highways, and canals. When a good natural site cannot be procured, particular attention should be given to drainage.

(ii) The lines of camps shall have open space of at least 5 meters between rows.

(iii) Accommodation should be comfortable and hygienic.

(iv) There should be no overcrowding. Floor space on a scale of 30 sq. ft. per head shall be provided.

(v) Care shall be taken to see that the camps are kept clean and in good order.

(vi) The contractor must find of his own the land for the purpose. If he wants Owner/Employer's hand, he should apply for it and pay assessment for it.

c. The contractor shall provide at his own cost an adequate supply of pure and potable water for the labourers at a rate of not less than forty liter per head per day. No provision needs to be made if there is well or adequate tap water arrangement within a half kilometer of the camp.

d. The contractor shall construct at his own cost trench or semi-permanent latrines for the labourers on a scale of not less than five for every 50 persons or part thereof. Separate latrines shall be provided for men and for women. The labourers, may at their option be allowed to use either the trench system or the latrine system.

e. The contractor shall construct at his own cost.

(i) Screened bathing places on a scale of not less than one for every 20 persons or part thereof. Separate bathing place shall be provided for men and women.

(ii) Washing places for washing clothes on a scale of not less than one for every 30 persons or part thereof.

(iii)Efficient drainage arrangement for removing sludge water from bathing and washing places and for its disposal without causing nuisance.

f. The contractor shall provide at his own cost necessary staff for effecting conservancy. Sanitation and cleanliness to the satisfaction of the Engineer in charge. Sweepers shall be employed on a scale of not less than one sweeper for every 200 persons or part thereof.

g. The contractor shall arrange at his own cost for all anti-malaria measures for the labour employed on the work as directed by the medical officer health department.

h. The contractor shall provide at site, suitable measures for fire protection and control to the satisfaction of the Engineer in charge.

i. The land required for the erection / construction of labour camp will have to be arranged by the contractor at his own cost. With land owners on such terms as may be mutually agreed between the contractor and the owner. The SMC will however give assistance within its competence to enable him to obtain the land without accepting any responsibility for delay if any.

23 Change in prices, rates, wages & taxes etc. subsequent to the acceptance of the tender:

The contractor shall not be entitled to claim or any compensation on the ground that subsequent to the acceptance of the tender, there was change in prices, rates & wages etc.

However, any new direct taxes imposed by Government during contract period should be suitably reimbursed after verifying satisfactory production of documentary evidence. No indirect taxes and / or any price variation on petroleum products and transportation will be considered for payment.

24 Permits licensees, priorities, certificates etc:

The contractor shall make his own arrangements at his own cost, if required.

(a) To obtain permits, licensees, quota certificates, foreign exchange etc. for any materials or items of work etc. if required by him.

(b) To obtain rail and other priorities for transport of his plants, tools equipment's, stores, machinery, materials, labour staff etc.

(c) To arrange with civil supply authorities for release of controlled goods if so, for his labour and staff.

The Owner/Employer will not undertake to arrange for these but will tender reasonable help within its competence without accepting any responsibility for delay, if any.

25 Insurance during the Construction Period and Defect Liability Period (Contractor's All Risk Policy (CAR Policy)

The Contractor shall, at its cost and expense, purchase and maintain during the Construction Period and Defect Liability Period, such insurances as are necessary including but not limited to the following:

(a) Fire and allied natural calamities for the Project;

(b) Contractor's all risk insurance.

(c) Comprehensive third-party liability insurance including injury or death to such third parties who may enter or are in the vicinity of the Project Site;

(d) Workmen's compensation insurance;

(e) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(f) Loss or damage to the plant, material and equipment.

(g) Personal injury or death of employee of Contractor/ Employer.

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

Any other insurance that may be necessary to protect the Contractor, its employees and the Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (g).

Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before execution work has been started, and all such insurance shall provide for compensation to rectify the loss or damage incurred or injury of death as specified in clause 25.1 of GCC.

25.1 Application of Insurance Proceeds

(a) All money received under insurance policies shall be promptly applied by the Contractor towards repair or renovation or restoration or substitution of the Project or any part thereof which may have been damaged or destroyed.

(b) Contractor shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution is as far as possible in the same conditions as they were before such damage or destruction, normal wear and tear excepted.

25.2 Insurance by Sub-Contractors

Sub-Contracting any part of work is not allowed.

25.3 Validity of the Insurance Cover

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

26 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

27 Possession of the Site

27.1 Contractor shall have to make their own arrangement for the land required for Plant, Casting yard etc. Surat Municipal Corporation, upon written request of contractor, may arrange the land fully on allows borisfor establishing the Batching Plant, Casting yard etc.as with charge as per practice by SMC which shall be deducted from R.A. bill generated by contractor on every month. It shall be clearly noted that SMC does not give any guarantee for providing such land. Delay in providing land by SMC shall not alter or delay the overall project duration and time limit. Also, the same shall not be entertained for any sort of compensation and claim regarding the delay in providing land for the same. The rental charges & taxes at prevailing policies shall be applicable in case of land provided by SMC.

28 Supervision of Work

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

29 Instructions and Actions where no specification is given-

29.1 The Contractor shall carry out all instructions of the Engineer in Charge, which comply with the applicable laws where the Site is located.

29.2 In the case of any class of work for which there is no such specification such work shall be carried out in accordance with the event of there being no specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-Charge.

30 Dispute Redressal System

30.1 Settlement of disputes

a) Except or otherwise specifically provided in the contract, all the disputes concerning questions of fact arising under the contract shall be decided by the Engineer-in-charge, subject to a written appeal by the Contractor to the Engineer-in-charge, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled as provided in (b).

b) Dispute or difference to be referred to:

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

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

Should the Municipal Commissioner fail to give a decision within two (2) calendar months after issuance of notice of a question, dispute or difference or if the Contractor is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred to standing committee of Surat Municipal Corporation. Then also if the question or difference remains unsettled and if the Contractor is dissatisfied with any such decision of standing committee of SMC the question or dispute or matter may be referred to the court of law subject to Surat Jurisdiction.

31 Claim for compensation for delay in the starting of work

31.1 No compensation shall be allowed for any delay caused in the starting of the work on account of clearance to be obtained by the Contractor or on account of any delay in according sanction to estimates.

32 Claim for compensation for delay in the execution of work

32.1 No compensation shall be allowed for any delay in execution of the work on account of delay attributable to Contractor's fault/breach.

33 Entering upon or commencing any portion of work

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

34 Fair Wages to Contractor's workers

34.1 If a contractor fails to pay within "7' (seven) days to its labourer(s) employed for this Project, the minimum wages prescribed by the Government under the Minimum wages. Act 1948 as in force time to time the Engineer-in-Charge shall be at liberty of deduct the amount payable to the labourer(s) worker(s) from his Contractor's bill or deposit(s) payable by the contractor after making due inquiries and establishing the claim(s) of the labour(s) worker(s). The Contractor shall not be entitled to any payment or compensation on account of loss that he contractor may have to incur on account of the action as forced a notice in writing to be Contractor shall be issued by the Engineer-in-Charge to the wages as per Minimum wages Act in force at the relevant time. If the Contractor does not be as aforesaid within seven days the action contemplated as above shall be taken against him.

35 Severability and Waiver

35.1 If any provision of this Contract, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegibility, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Contract or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Contract of any right, remedy or provision of this Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

36 Representation and Warranties of Contractor

The Contractor represents and warrants to the Employer that:

(i) It is duly organized and validly existing under the laws of India (and their respective countries in case of foreign bidders), and has full power and authority to execute and perform its obligations and carry out the work as per the terms of contract.

(ii) It has taken all necessary actions under the Applicable Laws to authorize execution and delivery of this contract and to validly exercise its rights and perform its obligations under this contract.

(iii) This Contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with terms hereof, and its obligations under this Contact will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof.

(iv) It is subject to civil and commercial laws of India with respect to the Tender and this Contract/ Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.

(v) The information furnished in the Bid and as updated on or before the date of this agreement/contract is true and accurate in all respects as on the date of this Contract.

(vi) The execution, delivery and performance of this Tender and Contract thereof will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Contractor's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, 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.

(vii) There are no actions, suits, proceedings, or investigations pending or, to the Contractor's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the

breach of or constitute a default of the Contractor under the Tender or which individually or in the aggregate may result in any Material Adverse Effect.

(viii) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Contractor's ability to perform its obligations and duties under this Tender and Agreement.

(ix) It has complied with all Applicable Laws 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 Material Adverse Effect.

(x) No representation or warranty by the Contractor contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

(xi) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Contractor, to any person by way of fees, commission or otherwise for securing the Tender or entering into of the Agreement or for influencing or attempting to influence any officer or employee of Employer in connection therewith.

37 Representation and Warranties of Employer

The Employer represents and warrants to the Contractor that:

i) It has full power and authority to grant the Tender and enter into Agreement with the Contractor.

ii) It has taken all necessary action under Applicable Law to authorize the execution, delivery and performance of this tender.

iii) The tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

iv) It has good and valid rights for Site.

v) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Contractor's ability to perform its obligations and duties under this Tender.

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Date & Signature of the Contractor

B. Time Control

38 Progress Schedule (Detailed Programme of Implementation of Works)

(i) The Contractor shall furnish within 15 (Fifteen) days (Unless extended by Engineer-In Charge) from LOA to the Engineer in Charge for approval a Progress Schedule showing date of starting, general methods, arrangements, order, and timing for all the activities (i.e., procurement of materials, setting up of plant and materials, construction activities etc.) in the Works including monthly progress schedule, anticipated completion date of each major item. The Progress Schedule submitted by the Contractor shall be adhering to the milestone specified below.

Sr.No	Milestone of Work Completion (% of Work to be Completed)	Period in Months
MS-1	Submission and getting approval from Engineer in Charge for detailed work program, methodology with scheduling and planning of all activities and cash flow chart. Deployment of all critical and other staff (submission of CVs of Key personnel and Insurance Policy for the project) as per tender conditions. Submission of mobilization details and erection details of plant, machineries and equipment's and fully equipped laboratory.	30 days from the date of Notice to Proceed with works.
MS-2	Establishment of fully equipped field laboratory as per Tender requirements. Commissioning of Batch Mix Plants (Concrete and Asphalt), Marking center line on ground based on Good for construction drawing and shall obtain approval of Engineer In-charge. Finalization of mix designs for GSB, WMM, DLC, PQC (and Other required grade of Concrete), DBM+ BC, etc. Execution of trial patch and its approval with necessary rectification / modifications.	60 days from the date of Notice to Proceed with works.
MS-3	Completion of 25% of total value of work as per BOQ.	240 days from the date of Notice to Proceed with works.
MS-4	Completion of 50% of total value of work as per BOQ.	360 days from the date of Notice to Proceed with works.
MS-5	Completion of 100% of total value of work as per BOQ.	600 days from the date of Notice to Proceed with works.
MS-6	Completion of all works in all respect.	720 days from the date of Notice to Proceed with works.
Note: Monsoon period (equal to 90 days) from 15th June to 30th September will be excluded for calculating milestones. It is important to note that not meeting the specified milestones within the stipulated time allocated for it shall be considered as "FUNDAMENTAL BREACHOF CONTRACT" and based on this the work can be terminated by the employer.		

(ii) In case it is found necessary, at any stage to alter the schedule, the contractor shall submit in good, time a revised schedule incorporating necessary modification proposed by Engineer/Employer and get the same approved from the Engineer in charge. No revised schedule shall be operative without such acceptance in writing. The Engineer in charge is

further empowered to ask for more detailed schedule or schedules, any week by week, for any item or items and the contractor shall supply the same as and when asked for.

(iii) The Engineer in charge shall have, at all times, the right, without in any way vitiating this contract forming grounds for any claim, to alter the order of the work of any part thereof and the contractor shall after receive such direction, proceed in the order directed. The contractor shall also revise the progress, schedules accordingly and submit four copies of the revised schedule to the Engineer in charge within seven days of the said Engineer's direction to alter the order of works.

(iv) The contractor shall furnish sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress of the work as per approved progress schedule. The working and shift hours shall comply with all the Government regulations in force and shall be such, as may be approved by the Engineer in charge and the same not be varied without the prior approval of Engineer in charge.

(v) The contractor shall from time to time, as may be required by the Engineer in charge, furnish the Engineer in charge with a statement in writing of the arrangements he proposes to adopt for the execution of this contract and the Engineer in charge may, if he considers necessary at any time advise alternation in the same, which the contractor shall adopt on notice thereof.

(vi) The progress schedule(s) shall be in the form of progress chart, forms, statements and/or reports as may be approved by the Engineer in charge.

(vii) The contractor shall submit four copies showing the progress of the work in the form of a chart etc., at periodical intervals as may be specified by Engineer in charge.

38.1 **Reports regarding labour:**

i. A daily report in a form as may be prescribed of the strength of labour, both skilled and unskilled, employed by him on the works. The contractor shall increase or decrease the strength both skilled or unskilled if directed by the Engineer in charge. The submission of such reports shall not, however relieve the contractor of his responsibilities and duties regarding progress or any other obligations under the contractor.

ii. A classified weekly return in the prescribed form the number of persons employed on the works during the preceding week.

iii. A weekly medical report in the prescribed form showing the health of the contractor’s camp, the number of persons ill or incapacitated and the nature of their illness.

iv. A report of any accident which may have occurred to be sent within 24 hours of the occurrence.

v. Such other reports as may be prescribed.

vi. The contractor shall be responsible to arrange for insurance of all labourers, skilled, unskilled workers, supervisions employed by him as per labour regulation of the state.

38.2 The approval of the progress schedules by the Engineer in charge shall not relieve the contractor of schedule required by the Engineer in charge and it shall not entitle the contractor to any extra payment.

38.3 The Contractor is also required to submit updated programme every month (30 days from previous submission of updated programme). An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress

achieved on the timing of the remaining work including any changes to the sequence of the activities.

38.4 If the Contractor does not submit an updated Program within the period specified above in clause 38.3, the Engineer may at its sole discretion withhold the amount of Rs 5,00,000/- (Rs. 5 Lakh) from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time.

38.5 Notice to be given before work is covered up.

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

39 Approval by the Engineer-in-charge for Temporary Works

39.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer-in-Charge for approval, which is expected to be implemented by Contractor. The Temporary Works shall be as specified in either Technical Specifications section or as specified by Engineer-in-Charge.

39.2 A copy of the AutoCAD Drawings shall be provided to the Engineer on a periodic basis for approval and to record all details relating to progress and developments. On the basis of all Drawings relating to the Works the Contractor shall prepare 'As-Built' drawings using the computing software AutoCAD Version 16 or latest version to record the precise details of the Works complete.

39.3 The final copy of the AutoCAD Drawings shall be provided at the time of issue of the Statement of Completion. The Contractor shall also arrange to take photographs and video graphs as directed by the Engineer, depicting various details and stages of progress of works and submit them in duplicate in proper albums for records.

39.4 In case the contractor fails to submit 'As-Built' drawings within 30 days of project completion, amount as stated in the contract data shall be withheld from the dues payable to the contractor.

39.5 The Contractor shall be responsible for design of Temporary Works.

39.6 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

39.7 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

39.8 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer-in-Charge before their use.

40 Extension of the Intended Completion Date

40.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur the additional cost.

40.2 The Engineer-in-Charge shall decide whether and by how much time to extend the Intended Completion Date within 15 days of the Contractor asking the Engineer-in-Charge for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

40.3 If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge before the expiration of the period stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Engineer-in-Charge may, if in his opinion, believe that there are reasonable grounds for granting an extension, with prior permission from the Municipal Commissioner, can grant such extension as he thinks necessary or proper. The decision of the city engineer/ head divisional in this matter shall be final.

41 Delays Ordered by the Engineer-in-charge

41.1 The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays to telling more than 30 days will require prior written approval of the Employer. In such case Intended Completion Date shall be extended for a period delay has been caused.

42 Management Meetings

42.1 The Engineer-in-Charge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress and plans for the Works.

42.2 The contractor shall depute his representative not below the rank of Project Manager to attend periodic review meetings notified by the Engineer-in-Charge. The Engineer-in-Charge shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

43 Liquidated Damages

43.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.2% of Contract Price for per day delay for the period that the Completion Date is later than the Intended Completion Date (for the whole work or the milestone as specified in approved Progress Schedule). Liquidated Damages at the same rate shall be withheld if the Contractor fails to achieve the milestones specified in approved Progress Schedule. The total amount of Liquidated Damages shall not exceed the 10% of the Contract Price quoted by the Contractor and agreed for this Works. In case Liquidated Damages exceed the 10% of the Contract Price, the Employer may consider Termination of Contract. The Employer may deduct Liquidated Damages from payments due to the Contractor and/or from the

Performance Security. Payment of Liquidated Damages shall not affect Contractor's other liabilities.

43.2 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Engineer-in-Charge shall correct any overpayment of Liquidated Damages by the Contractor by adjusting the next payment certificate.

C. Quality Control

44 Accuracy

44.1 The contractor shall be responsible for the true and proper setting out of the works and the correctness of positions, levels, dimensions and alignments of all parts of the work and for the provisions of all necessary instruments, appliance and labour in connection therewith.

44.2 The Contractor shall abide by the standards and provisions specified in Technical Specifications, Drawings and BOQs.

44.3 If, at any time, during the progress of the work, any errors, appear or arise in the position, levels, dimensions or alignments of any part of the work, the contractor, on being required to rectify such errors by the Engineer in charge shall at his own expense do so to the satisfaction or the Engineer in charge. If, however, such error is based on incorrect data supplied in writing by the Engineer in charge, the expenses of rectifying the same shall be borne by the Department. The checking of and setting out of any line or level by the Engineer in charge or his representative shall not in any way, relive the contractor of his responsibilities for the correctness of the error. The contractor shall carefully protect and observe all benchmarks and other things used in the Works.

44.4 The Owner/Employer / Engineer-in-charge shall have the power to order removal or replacement of all unauthorized/defective materials/works which in his opinion should be removed or replaced All defects, be removed, replaced, or corrected as may be directed by the Engineer in charge, where after the refund of Performance Security could be considered and, in that case, he will take action under clause 13 of SECTION IV (B) - SPECIAL CONDITIONS OF CONTRACT.

45 Works to be under direction of Employer

45.1 All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Engineer in charge of the Surat Municipal Corporation, who shall be entitled to direct at what point and in what manner they are to be commenced and from time to time carried on.

46 Quality Checks Register

46.1 A register in the prescribed form showing day to day receipt, consumption and balance of inventory for the Works will be maintained by the Contractor, which shall invariably be signed daily by the contractor or his authorized representative in token of its correctness. The Engineer shall inspect the storage facility and in case of mismatch between actual balance and balance in register, take appropriate action including payment of work done at reduced rate.

46.2 A register in the prescribed from showing day to day receipt, consumption and balance, of cement/Steel on site of work by the Contractor and every entry thereof shall invariably be signed by the Engineer-in-Charger his authorized representative in token of its correctness.

47 Identifying Defects

47.1 The Engineer or authorized Supervision Engineer appointed by Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

47.2 The Contractor is responsible to remedy any such defects identified by Engineer or its representative. In such cases, Contractor shall take appropriate measures indicated by Engineer.

48 Tests

48.1 The Contractor shall be solely responsible for:

a) Carrying out the mandatory tests prescribed by the MoRTH / Specifications for Building Works of Surat Municipal Corporation / Relevant Indian Roads Congress Specifications / Relevant Bureau of Indian Standards (BIS)/ Test mentioned in the Technical Specification and any other relevant standards as specified by Engineer or Employer.

b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

48.2 If the Engineer instructs the Contractor to carry out a test not specified above, to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

48.3 The cost of all such Tests shall be borne by the Contractor.

48.4 Approval to samples of construction materials.

48.5 Samples of each class of material shall be submitted by the contractor for the approval of the Engineer in charge and after satisfying the test of samples, quality and approved by the engineer in charge, these samples, shall be deposited at place, which the Engineer in charge may suggest and the contractor shall be required to perform all the works of this contract in accordance with the approved samples.

49 Correction of Defects or unsatisfactory and Poor-quality works

49.1 The contractor shall be responsible to make good and remedy at his own expense any defect or unsatisfactory works or not as per the Technical Specifications/ Elements guidelines which may be noticed or observed during the testing or inspection/supervision of Engineer.

49.2 The Engineer shall give the contractor a notice through phone call/ email/ fax writing about the defects and the contractor shall make rectify the same within time period specified by it on receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in charge may rectify or remove or re-execute the work at the risk & cost of the Contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit (i.e., Performance Security) or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects.

49.3 The Engineer-in-charge may impose penalties/damages for non-rectification of defects or defects itself or liabilities in specified time period. The amount of penalties/damages shall be commensurate with types of breach.

D. Cost Control

50 Bills of Quantities

50.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

50.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor shall be paid for the quantity of the work done at the rate in the Bill of Quantities for each completed item for the Works carried out by the Contractor.

51 Variations in Quantities

51.1 Variation in individual items of quantities permitted provided that it shall not exceed ± 30% in quantity of each individual item, and ± 5% of the total/Initial Contract Price.

51.2 In above conditions, the Engineer shall adjust the rate(s), to allow for the change.

51.3 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 5 percent except with the Prior approval of the Employer.

51.4 If requested by the Engineer where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Engineer with a detailed cost breakdown of such rate in the Bill of Quantities.

51.5 All variations shall be included in updated programme.

52 Payment for Variations

52.1 Variation permitted shall not exceed ± 30% in quantity of each individual item, and ± 5% of the total contract price. The payment for varied quantity of work shall be made as per rates quoted by the Contractor in its prices Bid and as agreed between the Employer and the Contractor prior to award and specified in LOA (Letter of Award) if the quantity variation falls up to the prescribed limit under this clause. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 52.3 for quantities exceeding the prescribed limit. For the items not existing in the Bills of Quantities or substitutions to items in BOQ, rate payable shall be determined as per clause 52.2.

52.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and, in the order given below:

i. Rates and prices in Contract, if applicable plus escalation as per contract.

ii. Rates and prices in the Schedule of Rates from applicable to the Contract plus escalation as per contract.

iii. Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of contractor.

52.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

i. Rates and prices in contract, if reasonable plus escalation, failing it, sub-clauses (ii) and (iii) below will apply.

ii. Rates and prices in the schedule of Rates will be applicable to the contract plus escalation as per contract.

iii. Market rates of material and labour, hire charges of plant and machinery used plus 10% for overheads and profits of contractor.

52.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till a date mutually agreed.

52.5 If the Engineer decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

52.6 Extra Items:

If any additions & alteration in work is done for which no rate is specified in the Contract, such work shall be paid at latest Gujarat State Govt. S.O.R. of year 2023-24 of Surat R &B Division AND G.W.S.S.B S.O.R. of year 2022-23 division for civil works AND Gujarat State Govt. S.O.R. of year 2023-24 for Electrical works, plus/minus which the accepted tender is higher/lower estimated cost put to tender or rates mutually agreed upon between the owner/employer and the contractor, whichever or lower.

The rates of an extra item which cannot be arrived from the Gujarat State Govt. S.O.R will be treated as non-SOR items. The rate for such items shall be inclusive of profit overheads and all taxes @ 10% as per the prevailing practice of SMC. The extra items shall be approved within 2 months of submission of proposal by the contractor along with mutually acceptable rates. In case of any delay in approvals of the rates for extra items, SMC will not give compensation of any kind. For executing such extra items additional compensation of any kind will not be given.

For the item not specified in SOR or BOQs, mutually agreed rates for the Engineer- InCharge and the Contractor or as determined as per clause 52.2 (iii), whichever is lower shall be arrived and paid. The decision of division head/ City Engineer will be final and binding to all.

53 Payment Certificate and Payment

53.1 The payment to the contractor will be made as per following procedures for the Works executed:

a) The contractor shall submit monthly bills on or before the date fixed by the Engineer-in-Charges for all works executed in the previous month supported with detailed measurement specifying the quantities of each item executed, rates quoted by the Contractor in its prices Bid and as agreed between the Employer and the Contractor prior to award and specified in LOA (Letter of Award). This statement shall also state estimated value of the work completed less the cumulative amount certified previously.

b) Items of the works for which no rate or price has been entered by the Contractor will not be paid for by the Employer and shall be deemed covered by other rates and prices in the contract.

c) The Contractor is required to provide the colour photographs displaying the date and time of Completed Work along with the Bill as and when demanded by Engineer In-Charge.

d) The Engineer-in-charge, if required shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor.

e) The value of work executed shall be determined by the Engineer and it shall also include the valuation of Variations and Compensation Events.

f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

g) Engineer- In-Charge shall verify the quantities claimed in the bill with the progress registered in measurement books or through the actual measurement of Engineer. Joint measurement shall also be taken continuously and need not be connected with billing stage. Measurement recorded in the measurement books shall be signed by both contractor and Engineer's representative. Payments shall be adjusted for deduction for Performance Securities, damages/penalties and other recoveries in terms of contract and taxes, at source, as applicable under the law.

h) Upon above process specified in above (a) to (g), the Engineer shall issue Payment Certificate. The Employer shall pay the Contractor the amounts certified by the Engineer within 14 days of the date of each certificate.

i) No Advance Payment shall be made. There shall not be Mobilization Advance.

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

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

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

54 Tax

54.1 The rates quoted by the Contractor shall be deemed to be inclusive of the all levies, duties, royalties, any cess, toll, taxes of Central and State Governments, local bodies and authorities. labour, materials, shuttering, scaffoldings, plants, equipment's, supervision, survey works, power, water, royalties, testing charge and other taxes, duties etc., that may be levied and all liaison with concerned authorities like traffic police, utility providers like DGVCL, GGCL, BSNL departments of S.M.C. and Forest department of Govt. that the Contractor will have to pay for the performance of this Contract.

54.2 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 factual 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.

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

Contract. 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 amount actually remitted by the Successful Tenderer / Contractor to the Competent Authority along with a Certificate from Chartered Account 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.

54.4 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).

54.5 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.

54.6 GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

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

55 Currencies

55.1 All payments will be made in Indian Rupees only.

55.2 Mode of payments

Payment to Contractors shall be made through e- Payment only.

56 Retention

Retention money shall be charged from the Contractor as per memorandum. The Retention money will be released with payment of Final Bill.

57 Performance Security

The Contractor hereby assures, entrusts and covenants unto the Employer that:

a) The Contractor shall provide the Performance Security of amount, form (Bank Guarantee or FDR or Cash or Demand Draft) and by the date specified in the Clause 36 of ITB. The validity period of Performance Security shall be as specified in Clause 36 of ITB.

b) Provided that if the contract is terminated for reasons other than that which can be attributable to the Contractor, the Performance Security, shall, subject to the Employer's right to receive amounts, if any, due from the Contractor under this contract, be duly discharged and released to the Contractor.

57.1 Encashment of Performance Guarantee

The Employer shall be entitled to encash the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

i. Non-payment of any dues by the Contractor to the Employer as required to be paid as per the terms of the Contract including Liquidated Damages as provided.

ii. An Event of Default not being remedied by the Contractor in reasonable Period specified by the Engineer during construction and Defect Liability Period despite repeated notice as provided in this regard.

iii. Non removal of deficiencies during the handover or Defect liability period as per the terms of the Contract.

Provided the extend of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Employer may return the amount so encashed if the circumstances requiring the encashment have been remedied to the full satisfaction of the Employer.

The provision under this Sub-Clause authorizing the Employer to encash the Performance Security shall be exercisable in addition to and without prejudice to the Employer's right to do so under any other similar provision in this Contract permitting encashment.

57.2 Fresh Performance Security

In the event of the encashment of the Performance Security by the Employer pursuant to Encashment Notice issued, the Contractor shall within 20 (twenty) days of the Encashment Notice furnish fresh Performance Security to the Employer, failing which the Employer shall be entitled to terminate the Contract by giving 30 days' notice in accordance with the provisions herein.

58 Price Escalation

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. 24 Months (Excluding Monsoon) shall be taken

For **(a) Labour,**
(b) Materials,
(c) P.O.L.

LABOUR

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

$$Vi. = 0.85 \times \frac{Pl}{100} \times Rp \times \frac{(L - L_0)}{L_0}$$

Vi =	Increase or decrease in the cost of the work done during the quarter under consideration due to change in rates for labour.
Rp =	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 = **5 %**

MATERIAL

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

$$Vm = 0.85 \times \frac{Pm}{100} \times Rp \times \frac{(I - I_o)}{I_o}$$

Vm =	Increase or decrease in the cost of work during the quarter under consideration due to change in rates for material.
Rp =	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.
Pm =	Percentage of material components = **90%**

FUEL

$$Vd. = 0.85 \times \frac{Pd}{100} \times RP \times \frac{(D - Do)}{Do}$$

Vd =	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.).
Pd =	Percentage of P. O. L, component of the item = 5%
Rp =	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.
Do =	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 of amount of work required to be done in a year as per memorandum of works 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: 90% (b) Labour L: 05% (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 are paid separately, therefore to derive "Rp", amount deduction shall be done based on basic rate multiply by Quantity of cement/steel 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 (Without GST) & for high strength TMT steel Rs. 53,000/- per MT (Without GST)

x) The decision of Divisional Head shall be conclusive final and binding to the contractor.

59 **Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

60 **Events Leading to Extension of Intended Completion Date**

60.1 The following shall be Compensation Events unless they are caused by the Contractor:

a) The Engineer orders a delay or delays exceeding a total of 30 days.

b) The Employer does not give access to a part of the Site before the Site Possession Date as stated by the Employer/ Engineer.

c) The Employer modifies the schedule of other Contractors in a way which affects the work of the Contractor under the contract.

d) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.

e) The Engineer gives an instruction for dealing with unforeseen conditions, caused by the Employer.

f) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.

g) The Engineer unreasonably delays issuing a Certificate of Completion.

h) Other Compensation Events listed in this document.

60.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Intended Completion Date shall be extended.

60.3 In the event of delay or extension due to reasons other than the Compensation Event, the Liquidated Damages shall apply to the Contractor.

61 Damage by storms, fire, rains or accidents:

The contractor shall take all precautions against damage by storms, fire or rains or from accidents in protecting the works done and the materials, plants procured by him. No compensation will be allowed to the contractor for damages to works or for his plant or materials lost or damaged by storm, fire or rains or from any other causes. The contractor shall be liable to make good any plant or materials of every description belonging to Owner/Employer's loss or damages by storm, fire, or rains or from any other causes while in charge of the Contractor.

62 Co-Operation with other construction Agencies:

The contractor shall in accordance with the requirement of the Engineer-in-charge accord all reasonable facilities for any other contractors or piece workers engaged by the Owner/Employer and their work in and of any other properly authorized authorities or statutory bodies who may be employed on the execution on or near the site of any work not included in the contract or of any contract which the Owner/Employer may enter into, in connection with ancillary works if any.

The Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor or piece workers or by the Owner/Employer and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of the other contractors, piece workers or the Owner/Employer. He shall co-ordinate his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of others.

Contractor shall have to carry out all types of liasioning with Forest Dept., DGVCL, Irrigation dept, GGCL, BSNL etc. if requirement arises to get permission to work/ shifting etc. of hindrances which effects the project or to carryout work & shifting of unwanted elements from carriageway of subjected work.

The contractor shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless to Owner/Employer from any and all damages and claims that may arise because of inconvenience, delay or loss, experienced by him because of the presence and operations of other working or residing on or near the site if any. He shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors or piece workers of the Owner/Employer.

63 Star Rate Difference

The star rate will be considered as per the tender of similar works of SMC and guidelines of SMC.

BASIC RATE DIFFERENCE FOR REINFORCEMENT STEEL AND, CEMENT
(As per RAC out No.3129, Dtd.05/03/2026)

The amount payable/ recoverable to the contractors for the work done including use of cement and reinforcement steel.

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

Cement Vc = Bc x Dc x [(C1-Co)/Co]

Reinforcement Steel Vs = Bs x Ds x[(S1-So)/So]

Vc /Vs = Difference of amount payable or recoverable during the quarter under

Consideration due to change in the rates for cement/reinforcement steel

Bc /Bs = **Basic rate of cement** (Rs.5,200- per MT (Without GST), Make- Ambuja, Ultratech, Sanghi, JK Laxmi, Hathi, Siddhi only) / **reinforcement Steel** (For all works: Rs. 53,000/- per MT (Without GST), Make- SAIL, TATA, RashtriyaIspat Nigam Ltd. (RINL), J.S.W. Steel Ltd., Electrotherm (India) Ltd, Ram Swaroop,National,Gallant Metal Ltd., Polaad TMTSteel. Only) and any amendment carried out by Surat Municipal Corporation in list of brands of Steel and Cement during course of Execution work.

Dc = Quantity of cement actually brought by the contractor on site of work for bonafide use.

Ds = 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 chalan). 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 based on the base year 2011-12 and those shall be “Mild steel long products” and “Ordinary Portland Cement”

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

BASIC RATE DIFFERENCE FOR BITUMEN.AS PER RDD/OUT/NO 170, DT.07/05/2026

Star Rate for VG-30 Bitumen= 82,030.00 + GST

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

Conditions for variation in rates of Bitumen/Asphalt: -

1. The Contractor shall procure asphalt directly only from HPCL/IOCL/BPCL or any other PSU's.
2. The Contractor will have to produce in original all the gate passes issued by the refinery and also the bill in original to the Engineer-in-charge.
3. The number of transport tanker carrying the asphalt shall be furnished by the contractor.
4. The test certificate regarding the grade of asphalt as well as test result of asphalt shall have to be produced.
5. The difference between the actual rates of purchase as per original bill of the refinery produced and the star rate shown above in this shall be payable / recoverable for the quantity of asphalt actually used in this work. This difference shall be payable/ recoverable for the asphalt consumed in the work executed during original & extended time limit, if time limit is extended for reasons of delay attributable to the Department. This difference shall not be payable for the work executed in extended time limit, when extension is given for the reason of delay attributable to the contractor.
6. The difference will be-payable/recoverable from the date of issue of work order and this star rate difference will not be subjected to any ceiling.
7. No advance payment or secured advance will be payable against asphalt/bitumen to contractor.
8. The Discount provided by the refineries on bitumen shall have to the passed onto the SURAT MUNICIPAL CORPORATION. The same shall be calculated along with calculating star rate difference amount.

Notes:

Cement, Reinforcement steel and other materials:

The cement and steel shall not be issued by SMC

1. Maximum ceiling of escalation shall be up to 7.5 % of the tender amount only.
2. Details of penalty is mentioned in Schedule A.
3. If liquidated damages/work delay penalty to be imposed then price escalation for that period shall not be payable.

E. Finishing the Contract

64 Completion Certificate/ Final Certificate

64.1 Test on Completion

a) At least 20 (Twenty) days prior to likely completion of Project/ Works or any parts thereof, the Contractor shall notify the Employer/ Engineer to its intent subject to Project/ Works or any parts thereof to Test. The date and time of each of the Tests shall be determined by the Engineer in consultation with the Contractor to carry out Tests. The Contractor shall provide such assistance as Engineer or authorized representative of the Employer may reasonably require for conducting the Tests.

b) All Tests shall be conducted as per clause 48of GCC. The Engineer shall observe, monitor and review the results of the Tests to determine compliance of the Project/Works with Technical Specifications and Designs and if it is reasonably anticipated or determined by the Engineer during the course of any Test that the performance of the Project or any part thereof does not meet the Technical Specifications or Design Specification, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Contractor shall provide to the Engineer copies of all Test data including detailed Test results. For the avoidance of doubt, it is expressly agreed that Engineer may require the Contractor to carry out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Technical Specifications and Designs.

c) The cost of Tests shall be borne by the Contractor.

64.2 Completion Certificate

a) Upon completion of Works and Engineer determining the Tests to be Successful and no defect to be found during the joint inspection and thereafter acceptance report be signed jointly by the contractor and the Engineer. This joint acceptance report shall be treated as “Completion Certificate”.

b) The Completion Certificate shall be issued / (i.e., Joint Inspection Report shall be signed) subject to clearance of site specified in Clause 64.4 of this GCC, the defects any pointed out by the Engineer shall be rectified by the contractor to the satisfaction of Engineer. The engineer may perform required test on whole/part of construction site/items when he has doubt about the quality of work and the cost of such test shall be borne by the contractor.

64.3 Rescheduling of Test

a) If the Engineer certifies to the Employer and Contractor that it is unable to issue Completion Certificate because of events or circumstances on account of which the Tests could not be held or suspended, the Contractor shall be entitled to re- schedule the Tests and held the same as soon as reasonably practical. All the cost of Test shall be borne by the Contractor.

64.4 Clearance of Site

a) All unused materials and all plants, implements not removed by the contractor within two months of the completion date of the works or extension granted if any, it shall become the property of Owner/Employer and the contractor shall not entitled to any payment or compensation whatever in respect thereof, except for any sum actually realized by the sale thereof, less the Owner/Employer’s other expenses incurred in transporting, storing in safe custody there of etc.

b) The Works shall be deemed to be considered complete only after the Contractor shall have removed the debris, surplus material, machineries, scaffolding from the Project Site upon completion of work. The Contractor is responsible for clearing the site from all debris and surplus materials.

c) If the contractor shall fail to comply with requirements of this clause as to the removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish and dispose of as the thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount off all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum act by realized by the sale thereof.

64.5 Taking Over

a) The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its maintenance during the Defect Liability Period.

65 Defect Liability Period

a) The Defect Liability Period for Cement Concrete Road, Bituminous Road Work, Pavement Quality Concrete (PQC)is **60 months** and for footpath, walkway, parking & seating and Cycle Track Work **12 months** and for road signages **12 Months** and for street lighting & electrical works and Horticulture **6 months** and for remaining work specified in BOQ will be **12 Months** from the date of completion of entire project and Defect Liability Period for defected panels of PQC is **84 months** from date of awarding certificate of work completion.

b) The Contractor shall be responsible for all Defects/ deficiencies during the Defect Liability Period cum Maintenance Period and remedy at his own expense any defect or deficiencies on account of regular wear and tear, regular repair and maintenance requirements which may be notice or observed by Engineer/Contractor. The Contractor shall also be responsible for repair/maintenance required owing to accident and vandalism at a cost of Employer, which may be noticed or observed by Engineer during the Defect Liability Period cum Maintenance Period.

c) Employer shall issue Indent/Maintenance Notice during the Defect Liability Period cum Maintenance Period specifying the need for repair & maintenance work (the "Indent"). Such Indent shall be in writing and shall also specify the types of Works to be carried out and also Intended Completion Date of all such Work. It will also specify work arises owing Vandalism and Accident or regular defects in initial work, manufacturing defect or requirement of regular maintenance. The decision of Engineer in charge shall be final. All such Work shall be completed in an Intended Completion Date specified in the Indent after consulting the contractor. However, the decision of Employer/ Engineer-in-charge shall be final in this regard. Any breach or delay in work shall be resulted in to damages. Damages shall be commensurate with types of breach.

d) The Contractor is further also required to carry out weekly inspection of the site during the Defect Liability cum Maintenance Period and send a weekly inspection report to Engineer-in-charge. The Contractor shall indicate status of elements, need of maintenance/repair/replacement and name, designation and contact details of Supervisor deployed for daily Inspection. The format of the Inspection Report shall be finalized in consultation with SMC Engineer. The

engineer shall also give the contractor a notice through phone calls/email/fax writing about the defect and contractor shall make rectify the same if urgent/critical need of rectification arise.

e) The Contractor is required to carry out repair and maintenance work as per the Indent and in conformity with Technical Specification in time period specified in clause 65 (c) above.

f) The contractor shall be obliged to regular maintenance and repair, during this Defect liability cum maintenance period, and keeping the Project/Works in proper condition through repair or remedy of any defective, broken, or worn-out parts or elements of the works, irrespective of whether this requirement is owing to defect of initial works, wear and tear, vandalism, of any other reason. The cost of repair and maintenance shall be Bourne by the Contractor except for the vandalism and accidents. The decision of Engineer-in-charge shall be final in establishing the fact that vandalism or accident has been incurred or not.

g) Upon completion of Works specified in Indent/Maintenance Notice and Engineer determining the Tests to be Successful and all the defects/unsatisfactory work/poor quality work has been remedied pursuant to clause 47 and 48 of GCC, Engineer-in-charge in charge shall proceed for payment for repair and maintenance work arise owing to vandalism and accident.

h) The Contractor is required to maintain adequate inventory of material/consumables as prescribed in relevant Technical Specification and BOQs and as directed by the Engineer-in-charge and complete the repair and maintenance Work in time period as per the clause above.

i) Upon completion of repair/ maintenance work, Contractor is required to clear the Project Site from the debris and additional consumables immediately.

j) The Contractor is required to take appropriate safety measures and ensure the safety of its employee and users of the Project Site during the Construction and Repair& Maintenance Period as per the relevant clause of GCC and Technical Specification.

k) In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the Contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit (i.e Performance Security) or from the outstanding bills towards the expenses, if any, incurred by him in rectification, removal of defects to the satisfaction of Engineer. The Engineer-in-charge may impose penalties for non-rectification of defects or liabilities in specified time period. The amount of penalties shall be commensurate with types of breach.

l) Even after repeatedly(maximum three times) directed by Engineer if Contractor shall not take any action towards remedy or fully rectify the defects without any valid reason, in such events, Engineer-in-charge shall terminate the contract and forfeit Performance Guarantee (i.e., Security Deposit).

66 Remedy of Defects or Poor-Quality Work During the Defect Liability Period

66.1 The Contractor shall be responsible for maintenance of the Works/Project till the Defect Liability Period.

If, at any time before the expiry of Defect Liability period , It shall appear to the Engineer-in-charge or his sub-ordinate in charge of the work that/ any work has been executed unsound, imperfect or unskilled workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work; materials or articles complained of may have been passed, certificate and paid

for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified in whole or in part and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Engineer- in- charge may take following actions.

a) The Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace the materials complained of as the case may be at the risk and expense in all respects of the contractor and in such events the contractor shall be liable to pay compensation in addition to the cost of rectification at the rate of one percent on the amount of the estimate of the rectification for every day not exceeding ten days.

b) To employ labour paid by the Employer and to supply material and carry out the work or any part of the works, debiting the Contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price the certificate of the Engineer shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this contract, and in that case the certificate of the Engineer as to the value of the work done shall be final and conclusive against the Contractor.

c) Employ another Contractor and any expenses may be incurred shall be borne and paid by the original Contractor and shall be deducted from any money due to him by Employer under the contract or otherwise or from his security deposit or the part thereof.

66.2 In the event of any of above course specified in clause above being adopted by the Engineer the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Engineer shall have certified in writing the performance of such work and the amount payable in respect thereof and he shall only be entitled to be paid the amount so certified.

67 Vandalism

67.1 In the event that any damages or need for repairs to the works arises during the defect liability period on account of vandalism, the contractor shall be required to make good the damages and repair and rectify the works at the cost of the Employer. The contractor may claim re-imbursement of the cost for such repair and rectification calculated at the rate approved for such work by the Employer at the time of award of tender.

68 Certificate of Performance

a) The Contractor shall request the Engineer within 28 (Twenty-Eight) days after the completion of Defect Liability Period, to issue a Certificate of Performance (the “Certificate of Performance”) of completion of all maintenance obligation during the Defect Liability Period in accordance with the terms of Contract. The Engineer shall issue Certificate of satisfactory Performance upon deciding that Maintenance Works were completed and effects, if any, brought to the Notice of the Contractor under the Defect Liability Period have been Remedied.

69 Maintenance during the Defect Liability Period

a) During the Defect Liability Period, the Contractor shall maintain the Project/ Works in accordance with the Best Industry Practice, Technical Specifications and terms specified in the Contract.

b) The Contractor is obliged to undertake routine maintenance including prompt repairs of the Works (i.e., structures and any other components).

c) The Contractor shall comply with all Safety requirements specified in Technical Specifications, relevant MORTH guidelines and IRC guidelines.

d) The Contractor shall comply with the Maintenance Standards specified in the Maintenance Manual and Monthly maintenance programme during the Defect Liability Period.

e) The Contractor shall carry out the maintenance of Works in a manner so as to minimum disruption of the Traffic.

f) The Contractor shall carry out joint maintenance inspection every month during the Defect Liability Period and undertake the maintenance work accordingly.

g) The Maintenance work shall be as per the satisfaction of Engineer.

h) In case of any Deficiencies, Defect found during the Defect Liability Period, the Contractor is obliged to take prompt actions and remedied the Defect or Deficiencies to the Satisfaction of Engineer.

70 Maintenance Manual and Drawings

a) The Contractor shall in consultation with Engineer shall prepare, Maintenance Manual before completion of Works and incorporate any suggestions, modification received from the Engineer. The Maintenance Manual shall be in conformity of Technical Specifications, MORTH and IRC relevant guidelines about the Maintenance, and Good Industry Practice.

b) The Maintenance Manual shall comprise the monthly maintenance programme detailing the plans for monthly maintenance works to be undertaken.

c) Upon completion of Works, the Contractor shall submit the "as built" Drawings and any other information or manuals requested by Engineer on or before the period specified in such request.

d) If the Contractor does not submit the Drawings and/or manuals by the dates stated in request, or they do not receive the Engineer's approval, the Engineer shall withhold the outstanding amount from payments due to the Contractor.

71 Final Account

a) The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue Defect Liability Certificate after verification of rectification of any defects found subsequent to at the Completion Date. The Engineer shall then certify any final payment that is due to the Contractor within 60 days of receiving the Contractor’s account if it is correct and complete. If it is not, the Engineer shall issue within 15 days a schedule that states the scope of the corrections, additions or alterations that are necessary for the correction. The Contractor shall resubmit the bill, with correction within 30 days of the return by the Engineer. If the Final Account is still unsatisfactory after it has been resubmitted the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor’s revised account.

b) Before payment of final bill on completion of the work, total amount of that work done at sanctioned rate shall be considered with the total amount of work done, had it been executed at the rate of second lowest Bidder. While comparing total amount, quantity to be taken into consideration will be the quantity executed and not quantity put to tender and will also include variation of quantity within the limit of quantity executed as per clause 51 of GCC i.e., 30% of the estimated quantity. In case later is less the total amount of work done at sanctioned rate; than the amount of difference the two shall be deducted from the final bill before making payment. In other words, the work when executed shall not exceed as compared to the rate of second lowest Bidder. It may be noted that extra item shall not be included in comparing the rates with the second lowest bidder.

72 Termination in Event of Default of Contractor

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

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

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

e) Without reasonable excuse fails -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

u) The Contractor repudiates this Contract.

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

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

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

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

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

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

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

73 Termination in Event of Default of Employer

Occurrence of following Events shall be considered as the Default by the Employer (The "Employer's Event of Default").

a) Employer fails to handover the Project Site for carrying out Works.

b) The Employer repudiates this Contract or otherwise evidences an intention not to be bound by this Agreement.

c) The Employer failed to make any payments due to the Contractor within period specified in the Contract without any valid reason.

d) Employer or any Governmental Agency has by an act of commission created circumstances that have a Material Adverse Effect on the performance of its obligations by the Contractor and has failed to cure the same within 60 days of notice thereof by the Contractor.

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

Upon occurrence of all such events, Contractor may send notice to Employer indicating the types of Breach/default and reasons for which progress of Woks cannot be achieved. Upon non cure of default in reasonable time period, Contractor may upon giving 15 days' notice to the Employer, terminate the contract and expel the contractor from the site.

74 Termination Payment for Event of Default

a) If the Contract is terminated because of an Event of Default of Contractor then there shall not be any Termination Payment to be paid to the Contractor.

b) If the Contract is terminated at the Employer's Event of Default or convenience then the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law. The amount derived shall be payable to Contractor.

75 Property

a) All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

b) 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 also like a metal, rubble, etc. shall be deemed to be the absolute property of Owner/Employer.
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.

76 Indemnity

a) The Contractor shall on behalf of the Owner/Employer shall indemnify their officers, employees etc. against all actions, suits, claims and demands of any character brought, in respect of any matter or thing done or omitted to be done by the contractor in the execution of or in connection with the works of this contract and against any loss or damage to Owner/Employer his workman/labourers in consequence, for any action or suit being brought against the contractor for anything done or omitted to be done in the execution of the works of the contract or compensation to be paid by contractor to his workman/labourers in consequence of accidents causing damage or loss of life of his workman/labourers etc. All such payments made by the Owner/Employer shall be recovered from the contractor from his dues outstanding, or remains to be paid or that which becomes payable.

b) The Owner/Employer shall not be liable to the contractor for damages or losses of delays resulting, from work by third parties or by injunction or other restraining orders obtained by third parties.

77 Force Majeure

77.1 Neither party shall be to liable to the other for any loss or damage occasioned by or arising out of Acts of God, and in particular, unprecedented Floods, volcanic eruption, earth quake or other convulsion of nature, and other acts such as but not restricted to general strike, invasion, the act of foreign countries, hostilities or war like operations before or after declaration of war, rebellion, military or usurped power, strikes or boycotts (other than those involving the Contractor or their respective employees/representatives or attributable to any act or omission of any of them) , An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage, Expropriation or compulsory acquisition by any Government Agency of any Project Assets or rights of the Contractor, which prevent performance of the contract and which could not have been for seen or avoided by a contractor or Employer (the "Force Majeure").

77.2 On occurrence of Force Majeure Event, Parties are excused from the Performance of their Obligations.

77.3 In the Event of occurrence of Force Majeure Event both the party shall try to continue to perform their obligation stipulated in this contract. If Force Majeure Event subsists for 120 days, then either party may by notice to other party terminate the Contract.

77.4 In the event that Parties are unable to agree in good faith about the occurrence of or existence of a Force Majeure event, such dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of the proof as to the occurrence of Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

78 Survival

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

79 No Refund of quarry fees and royalties

All quarry fees and royalties shall be paid by the contractor. All octroi, taxes shall also be paid by the contractor according to the rules in force at the time and no refund shall be given.

80 Construction and Demolition Waste (C & D Waste)

Responsibility of contractor under Construction and Demolition Waste (C & D Waste) rues 2016

a) Contractor shall remove all construction and demolition waste and clean the area every day, if possible, or depending upon the duration of the work, the quantity and type of waste generated, appropriate storage and collection, and for that reasonable timeframe shall be worked out in consultation with engineer in charge of the project.
b) If it's found that contractor is irregular and showing negligence to management of C & D Waste, then engineer in charge is empowered to disposed the said C & D Waste through Surat Municipal Corporation Authorized C & D Waste Contractor/agency named Surat Green precast pvt ltd. All the necessary expenditure made towards disposal of this C & D Waste shall be recovered from the contractor at actual.
c) Contractor should have to bear the expenses towards management of C & D waste

d) Contractor shall keep track of the generation and disposal of Construction and Demolition waste (C & D Waste) and proof of disposal as per the provision of C&D waste rules shall be submitted along with each running bill.
e) If contractor fails to upkeep and maintain records of C&D waste generation quantum etc., then it shall be calculated as per the provision of the standing committee resolution no 1621/2016 and charges shall be recovered from bills of contractor.
f) Contractor shall also ensure use of recycled products made from C&D Waste as far as possible to promote the C&D waste management project.

F. SCHEDULE – A

81. Cement, steel and other materials

The Surat Municipal Corporation shall not issue cement, reinforcement steel or any of the material. Contractor shall make his own arrangement to procure all materials, cement, reinforcement steel, asphalt etc.

The cement to be used shall be 53 grade OPC/PPC and out of following brands or any other approved by SMC from time to time:

1. Ultratech
2. Ambuja
3. J.K.Lakshmi
4. Sanghi Cement
5. Hathi
6. Siddhi

The reinforcement steel i.e., HYSD bars shall be only following makes and shall be Thermo-Mechanically Treated (TMT) and as per approved list from SMC

1. SAIL
2. TATA
3. RashtriyaIspat Nigam Ltd. (RINL)
4. J.S.W. Steel Ltd.
5. Electrotherm (India) Ltd
6. Ram Swaroop
7. National
8. Gallant Metal Ltd.
9. Polaad TMT Steel

The test certificates regarding its property including indication of its Thermo-Mechanically treated must accompany every lot and shall be submitted to Surat Municipal Corporation before utilizing the same. Unless and until such certificate is submitted, the steel procure at site will not be allowed to be used. The cement and steel shall not be issued by Surat Municipal Corporation and Any amendment carried out by Surat Municipal Corporation in list of brands of steel and cement during course of Execution work will be taken into consideration and concern have to follow the same.

CEMENT:

a) No penalty, if actual total consumption matches with standard theoretical total consumption.

b) Penalty at Rs.5,200/- per M.T. (Without GST) for variation up to - (Minus) 5% in actual total consumption against standard theoretical total consumption shall be recovered.

c) Penalty at Rs.20,800/- per M.T. (Without GST) for variation beyond- (Minus) 5% in actual total Consumption against standard theoretical total consumption shall be recovered.

REINFORCEMENT STEEL:

a) No penalty if actual total consumption matches with standard theoretical total Consumption.

b) Penalty at Rs.53,000/- per M.T (Without GST)for TMT steel and Rs.55,500/- pr M.T (Without GST) for TMT CRS steel for variation up to - (Minus) 7.5% in actual total consumption against standard theoretical total consumption shall be recovered.

c) Penalty Rs.1,06,000/- per M.T. (Without GST) for TMT steel and 1,11,000/- per M.T (Without GST) for TMT CRS steel for variation beyond - (Minus) 7.5% i.e., actual total consumption theoretical total consumption shall be recovered.

d) The payment for reinforcement bar will be made on theoretical weight basis but not exceeding actual procurement at site. The weight shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of MS/HYSD (TMT) bar as mentioned in IS Code No. 1786/85.

e) No separate payment shall be made for any kind of wastage/excess consumption in the materials.

Ultimately the liability for assurance of the good quality work as per tender provision lies with the contractor.

Testing of Cement, Steel and other materials:

It should be specifically noted that the Cement, Steel, bitumen etc. brought by the contractor at site of work shall be used only after the same is tested at the approved laboratory as per the direction of Engineer-in-charge. The testing of all the materials shall be carried out as per relevant codes of IS/IRC/MoRT&H. All the charge for the transport and testing of the samples etc. shall have to be borne by the contractor. The frequency of testing such material shall be in accordance to the relevant Indian Standards as directed by Engineer-in charge. The contractor shall have to make his own arrangement for transportation of inspecting authorities/ agencies/PMC at his own cost.

Storage of Cement and steel:

For storage of cement and steel, the contractor shall have to make his own arrangements as per the prevalent practices in the exercising care for protection of all kinds as prescribed in relevant Indian Standards IRC codes of practice. Such storage facility shall be located at sites approved by the Engineer in charge and shall be not less than 15 days for the work.

The contractor shall also take necessary measures for minimizing cement deterioration and loss of cement.

The steel shall be handled with reasonable care while transporting and storing to prevent the bars getting kinked, twisted or bent. If kept in open, the bars shall be protected from corrosion with tarpaulin covering or as may be directed. All possible care shall be taken to prevent any effect under rusting and to preserve fitness and quality of work.

BITUMEN

a) Bitumen to be purchased from PSUs only i.e., IOCL, BPCL, HPCL.

b) The difference between each tanker's weight as per supplier's/refinery bill/Gate Pass and weight at SMC Weigh Bridge should not be more than(+/-) 1.0% by weight. If the difference crosses the above prescribed limit in such case quantity of bulk asphalt shall be recovered at the Gate Rate of bitumen as per the Gate pass from the contractor.

c) If wastage of bulk asphalt up to permissible limit of (+/-) 2% over theoretical consumption will be allowed and if wastage is more than that limit prescribed, penalty shall be recovered at double the cost of the bulk asphalt as per Rs.82,030.00 + GST/M.T. and if the bulk asphalt will be used less than 2% of the theoretical requirement than cost of the bulk asphalt as per Rs.82,030.00 + GST/M.T. shall be recovered.

Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

F. SCHEDULE – B

82. Litigations History

Bidder should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution.

DETAILS OF LITIGATION

Name of Bidder: -

Bidder should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution.

Years	Award for/or against applicant	Name of client, cause of litigation & matter of dispute	Dispute amount of rupees

Note: - The above information shall be supported with necessary document otherwise the same shall be treated as null & void. If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidders.

Signature of the Bidder

SECTION IV (B) - SPECIAL CONDITIONS OF CONTRACT

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B. SPECIAL CONDITIONS OF CONTRACT

All additional conditions given in the clauses appearing herein after, shall be deemed to form part of the contract and shall be deemed as supplementary to the same. These additional conditions shall be binding on the contractor in the same manner as other terms and conditions in this percentage rate contract.

1 Labour

1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, sanitation, feeding and transport.

1.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2 Compliance With Labour Regulation

2.1 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Special Conditions of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the any Government Authority/ Agency on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/ Employer shall have the right to deduct any money due to the Contractor including his amount of Performance Security.

2.2 The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3 Drawings and Photographs of the Works

3.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

3.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

4 The Apprenticeship Act 1961

4.1 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

5 Brands of Cement and Steet to be used for all Works

As per Schedule-A of General Conditions of Contract.

6 Security Deposit:

The person/persons whose tender may be accepted (thereafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within 15 days of the receipt by him, the written intimation regarding acceptance of his/their tender) deposit an initial security deposit at a rate of 2% of the tender amount with Engineer-in-Charge in Cash/DD/bank guarantee/pay order/FDR to the Commissioner, Surat Municipal Corporation, Surat. Where the contractor is required to submit F.D.R./ Bank Guarantee etc., against payment towards Security the duration of F.D.R/BG. shall be one year more than the schedule time required to complete the work or actual time required to complete the work (whichever is higher). Such F.D.R. / Bank Guarantees, etc. shall be produced only from any one of the Nationalized / Scheduled Bank mentioned in section IV of this volume

The format for BG is enclosed in section IV of this volume. Such bank guarantee should be encashable at Surat.

If the Initial Security Deposit is not paid within 15 days from the date of work order, then the penalty at the rate of 0.065% per day of the amount of Security will be charged. If the Security is not paid within one month with interest, the contract, already accepted shall be considered as cancelled and his Bid Security shall stand forfeited.

The Bank Guarantee if submitted as initial security shall be valid till 1 year post the date of completion of the work or shall be extended till further notice from the department. Contractor will be liable to pay penalty as prevailing policy of Surat Municipal Corporation for any gap between validity of Bank guarantee and its Renewal.

The remaining amount of the Performance Security deposits (i.e., Performance Security) shall be recovered from the running account bills at the rate of 2% of the gross amount of each bill, so as to make the total Security as 2 % of Tendered amount and 2 % of work done amount.

The amount recovered from the running bills as performance security shall not be allowed to be transferred in the form of Bank Guarantee. The performance security deducted from every RA/Final bills will be allowed for conversion in the form of interest-bearing fixed deposit receipt, issued in favor of the “The Municipal Commissioner, Surat Municipal Corporation, Surat” by a Nationalized Bank located at Surat only.

The initial security deposit at 2% submitted will be refunded after payment of final bill and remaining 2% of Performance Security deducted from the running bill will be refunded only after the expiry of defect liability period, payment of final bill and after rectifying the defect found, if any, within defect liability period as intimated by S.M.C.

In case of other bidders, who’s tender is not accepted; the Owners/Employer shall refund Bid Security lodged by him after acceptance of the tender and receipt of security from the bidder whose tender is accepted.

The performance security of the bidder whose tender is accepted shall be refunded, after the expiry of the defects liability period as shown in the document and after deducting dues, if any, liable to be recovered for quality matters if any from the contractor under the terms and conditions of this contract.

If the bid of the successful bidder is seriously un-balanced for particulars items of the work in relation to the Engineer-in-Charge's estimate of the cost of work to be performed under the contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in clause 32 of ITB in 'Award of Contract' be increased for these items with unbalanced rates, even if overall quoted cost of bidder is not unbalanced in relation with Engineer-in-Charge's estimate of the cost of work, at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

In case of overall bidder's offer is less than 90% of the Engineer-in-Charge's estimate of the cost of work, additional performance security in the form as stated in Award of Contract clause 32 of ITB for a period equal to the period of contract and for an amount equal to the difference of the bidder's offer and 90% of Engineer-in-Charge's estimate of the cost of work shall be delivered as per clauses 32 and 36 of ITB hereof.

The Bank Guarantee format for Bid security (Earnest Money Deposit) / security deposit edis enclosed herewith on form no 6.

List of approved banks for purpose of providing BID security (EMD)/ Tender Fee/Security Deposit acceptable as QR of Guj. Govt. Finance enchanged bone with on form no 5

7 Action when whole of Performance Security is forfeited

In any case in which under any clause or clauses under this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of this performance security (whether paid in one sum or deposited by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Engineer-in-Charge on behalf of the owner, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the work.

a) To rescind to contract of which recession notice in writing to the contractor under the hands of the owner shall stand conclusive evidence and in that case performance security of the contractor shall stand forfeited and be absolutely at the disposal of owner.

b) To employ labours paid by Owner/Employer and to supply materials to carry out the works, or any part of the work debiting to the contractor, the cost of such labour and price of materials (as to the correctness of which cost and price the certificate of Engineer-in-Charge, shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor.

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

Action when the progress of any particular works is unsatisfactory;

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

e) If the contractor is an individual or proprietary concern and the individual or the proprietor dies, then unless the accepting authority is satisfied that legal heirs representatives of the individual Contractor or of proprietary concern, are capable of carrying out and complete the contract, the accepting authority shall be entitled to cancel the contract as to its incomplete part by forfeiting the performance security under (Section -IV-B 7 (a)) any without Owners/Employer being in any way liable to payment of any components to heirs of the deceased contractor on account of conciliation of the contract the decision of the Owners/Employer that the legal representatives.

8 Contract may be rescinded and performance security forfeited for subletting it without approval

The contractor shall not assign or sublet without written approval of the Engineer-in-Charge, the work contracted and if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or make any composition with the creditors, or, attempts to do, for the Engineer-in-Charge may, by notice in writing, rescind the contract. Also, if any bribe, gratuity gift, loan, perquisite, shall either directly or indirectly be given, promised, or if offered by the contractor, or any of his servants or agents to any public office or person in the employment of Owners/Employer in any way relating to officer or employment, or if any such officer or person shall become in any way, directly or indirectly interested in the contract, the Engineer-in-Charge may be giving notice in writing rescind the contract.

In the event of contract being rescinded, the performance security of the contractor of the contractor shall thereupon stand forfeited and absolutely at the disposal of the Owners/Employer and the same consequence shall arise as if the contract had been rescinded under (Section -IV-B clause 7) hereof and in addition, the contractor shall not be entitled to recover or be paid for any work for actually performed under the contract.

9 Compensation for delay at 0.2% per day for not achieving the specified milestones.

The time allowed for achieving the milestones specified in the tender, shall strictly be observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 0.2% of the amount of the contract value of work as shown in the tender for every day beyond the milestones stipulated in the contract data. And further to ensure good progress during the executions of the work, the contractor shall be bound, in all cases in which, the time allowed for any work exceeds one month, to complete parts of the work during the period shown in the contract data. In the event, the contractor fails to comply with these conditions, he shall be liable to pay as compensation, the amount mentioned above for

every day that the due quantity of work remained incomplete, provided always that the total amount of compensation to be paid under the provision of this clause, shall not exceed 10% of the contract value of the work as shown in the tender. Decision of Municipal Commissioner in this matter shall be final and binding to the contractor.

10 Contractor remains liable to pay compensation of action not taken under (Section-IVB clause 7)

If the progress of any particular portion of the work is unsatisfactory, the Engineer-in-Charge shall not withstand the satisfactory general progress of the work in accordance with clause, be entitled to take action under (Section -IV-B clause 7(a), 7(b) and 7(c)) above after giving 10-day notice in writing to the contractor. The contractor will have no claim for compensations for any loss, sustained by him owing to such action.

10.1 Alteration in specification and design not to in - validate contracts

The Engineer-in-Charge shall have power to make any alteration in, or addition to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such alternation shall not invalidate the contract.

Any additional work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.

If the additional and altered work includes any class of work for which no rates is specified in this contract, then such class of the work shall be carried out at the rates entered in **the schedule of rates of year 2024-25 of Surat R & B and G.W.S.S.B S.O.R. 2022-23 for civil works & schedule of rates of year 2023-24 of Surat R & B Division** for electrical works plus/minus by which the accepted tender in higher/lower by estimated cost put to tender or the rates mutually agreed upon between the Engineer-in-Charge and the contractor whichever are lower.

Plus/minus by which the accepted tender is higher/lower by estimated cost put to tender/Rates for works not entered in estimates or schedule of rates specified by the Owners/Employer.

If the additional or altered work for which no rate is entered in the schedule of rates in question is ordered to be carried out before the rates are agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the additional work, inform the Engineer-in-Charge of the rate which he intends to charge for such class of work and if the Engineer-in-Charge does not agree to this rate, he shall by notice in writing be at liberty to cancel his order out such class of work and arrange to carry it out in such manner as he may be consider advisable, provided always that if the contractor shall commence the work or incurred any expenditure in regard there to, before the rates shall have been determined as lastly in herein before mentioned, then in such case, he shall be entitled to be paid in respect of the work carried out of expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or specified rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the City Engineer/Add. City Engineer will be final.

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

Extension of time in consequence to additions

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

11 No compensation for alteration in or rectification of works to be carried out

If at any time after the execution of the contract documents, the Engineer-in-Charge shall for any reason whatsoever require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of this fact to the contractor who shall thereupon suspend or stop, the work totally/partially, as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put to on purchase or for unemployment of labour recruited by him, he shall not also have any claim for compensation by reason of any alteration having been made in the original conditions of contract specifications, drawings, designs and instructions involving any curtailment of the work from that originally contemplated. No compensation of any item shall be paid in case of the item is omitted i. e. not executed at all.

Where materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge provided they are not in excess of requirements and rates of provided they are not in excess of requirements and rates for approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him. The amount of such compensation shall be determined by the Engineer-in-Charge whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during stoppage of work has been ordered under this clause, the contractor shall on application be entitled to such compensation on account of labour charges as may be decided by the Engineer-in-Charge whose decision shall be final, may be considered reasonable, provided that the contractor shall not be entitled to any compensation on account of Labour charges if, in the opinion of the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

11.1 No claims to compensation on account of loss due to delay in supply of materials by the contractor

The contractor shall not be entitled to claim for any compensation for the loss suffered by him on account of any delay in his procurement of required materials of construction for the completion of the work, where such delay is caused by the following:

(1) Difficulties relating to the supply of Railway wagons

(2) Force Majeure

(3) Act of God

(4) Act of the Nation's enemies or any other reasonable cause beyond the control of SMC/Employer.

The Employer may consider to grant such extension of time for the completion of the work as may be considered reasonable, in accordance with the circumstances of the case but no compensation for

any extra cost shall be considered on this account. The decision of the Owners/Employer as to the extension of time for such contingency shall be accepted as final by the contractor.

11.2 Claims for quantities of work entered in the tender.

The quantities shown in the tender are approximate and no claim shall be entertained for quantities/scope of work executed being less than that entered in the tender. In case of increase in the quantity by more than 30%, (in individual item and/or on the total contract value) the new rate may be paid to the contractor for the quantities in excess of 30%. The new rates for such contingency will be as per the prevailing the **Schedule of Rates of year 2024-25 of Surat R & B and G.W.S.S.B Schedule of Rates 2022-23 for civil works; and Schedule of Rates of year 2023-24 of Surat R & B Division for electrical works** at the time of execution of that Item, duly weighted by the tendered cost as may be required. In case particular stretch of road can't be operated for the work due to future planning of the flyover or other structure, or any other reason, the owner may suitably extend such stretch, length beyond road mentioned in the tender. The contractor will be paid at sanctioned tender rates for such job.

12 Compensation for unforeseen claims.

Under no circumstances whatsoever, shall the contractor be entitled to any compensation from owner/Employer on any account, unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one week of cause of such claim occurring.

13 Action and compensation payable in case of bad work

If at any time before the performance security is refunded to the contractor, if it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship or with material of inferior quality or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that construed for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper suitable materials or articles at this own charge and cost.

In the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent (1%) on the amount of the estimate for everyday not exceeding ten days, during which, the failure so continues and in the event of any such failure as aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained for as the case may be, at all risk and cost of the contractor. Should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of, it shall be within his discretion to accept the same set such reduced rates along with the appropriate penalty as the Owners/Employer/Engineer-in Charge may deem fit.

14 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss

All sums payable by a contractor by way of compensation under any of the conditions shall be considered as a reasonable compensation to be applied to, as required by the Owners/Employer, shall be without reference to the actual loss, damage sustained and whether any damage has or has not been sustained.

15 Work to be open for inspection/Contractor's responsible agent to remain present

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

16 Maintenance survey and measuring instruments

The contractor is to set out and give levels for the execution of the work. He will be responsible for the accuracy of the same. He is to provide and maintain, measuring, surveying instruments including steel tapes, Total stations and Auto level at all times, for carrying out the work properly as required and for the use of Engineer in charge and his representative including skilled attendants, for checking up the work so done with these instruments in execution.

17 Protection of work against weather

The contractor is to cover up and or protect the works from weather, and may suspend all `wet' operations during such weather which in the opinion of Engineer in charge will be detrimental to the work.

18 Approval to samples of construction materials

Samples of each class of material shall be submitted by the contractor for the approval of the Engineer in charge and after satisfying the test of samples, quality and approved by the engineer in charge, these samples, shall be deposited at place, which the Engineer in charge may suggest and the contractor shall be required to perform all the works of this contract in accordance with the approved samples.

19 Sheds / temporary buildings for goods etc.

The contractor shall provide, erect and maintain proper sheds and buildings for temporary the storage and protection of materials and goods brought onsite for the execution of work.

20 Setting out lines and levels by contractor.

The contractor is to set out properly giving line and levels for work and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the locations, levels, dimensions and profiles of all components of the road under construction as and shall prepare working drawing as per instruction of Engineer in charge. The contractor shall carryout topography survey, stacking out central line, pickup OGLs (Original Ground Levels) mark out chainages along the length of the road and shall work out profile drawings. For execution. if at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error as may be called upon, to the satisfaction of the Engineer in charge. The contractor shall carefully protect and observe all benchmarks, site nails, pegs and other reference pillars used in setting out of work throughout the construction.

21 Executing of other works, by Owners/Employer's agents.

The contractor shall permit the execution of the work not provided for in the tender by artists; tradesman or others engaged by the Owners/Employer. The contractor shall allow all reasonable facilities and the use of his scaffoldings and water for the execution of such works except by special arrangement with the Owners/Employer.

22 Contractor to supply plant, scaffolding etc., and is liable for damages arising from provision of tight fencing etc.

The contractor shall procure at his own cost all materials of construction including plant, machineries tools, appliances implements, ladders, cords, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original; altered or substituted form, and whether included in these specifications or, other documents forming part of the contract or referred to in these conditions or not and which may necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter on which under these conditions, he is entitle to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work.

The contractor shall also supply without charge requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurements of, examination time to time, of the work or the materials. Failing this, the same may be provided by the engineer in charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or through proceeds of sale of aforesaid materials, or of a sufficient portion thereof.

The contractor shall provide all necessary fencing barricades and lights signals required to protect the public from accident; and shall also be bound to bear the expenses of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to negligence of the above precautions, and to pay damages and costs which may be awarded in any such suit, action or proceedings, to any such person or persons or which may with the consent of the contractor be paid in compromising any such claim by any such persons etc.

23 No refund of quarry fees and royalties.

All quarry fees and royalties shall be paid by the contractor. All taxes shall also be paid by the contractor according to the rules in force at the time and no refund shall be given.

24 Time for bill & Minimum Amount of Bill to be submitted by the Contractor shall have to submit duly checked and approved bill by competent representative of subjected works PMC once in each month on or before date fixed by the engineer in charge for all works executed in the previous months.

The Engineer in charge shall take or cause to be taken, the requisite measurements for the purpose of having the same verified, and the claim, so far as it is admissible, shall be adjusted, if possible, within 15 days from the date of presentation of the bill. Payment of running bills shall be made within 15 days after submission of running bills by the contractor in complete form i.e., with necessary test results, measurement sheets etc. as required by Engineer-in-charge.

On the completion of work with all respects, payment of final bill will be made within 1 (one) month after submission of final bill in complete form (with necessary test results, as built drawings measurement sheets etc. as specified in the contract document's) by the contractor.

25 Bills to be on printed forms.

The contractor shall submit all bills on the printed form to be had on application from the office of the engineer in charge. The charges to be made in the bills shall always be entered at the rates specified in the accepted tender, or provided for in the accepted tender. The bill for extra work shall be submitted after obtaining approval to the rates by Engineer in charge.

26 Payment of intermediate certificate to be regarded as advances.

27 No payment shall be made for any work, estimated to cost less than Rs.1000 (rupees one thousand), till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rs.1000, the contractor shall, on submitting a monthly bill therefore be entitled to receive payment proportionate at the rate shown in the attached memorandum for the part of the work approved and passed by the engineer in charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive. All such intermediate payments shall be regarded as payment by way of advance against the eligible final payments only and not as payments for work actually done and completed and shall not preclude the engineer in charge from requiring bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed, or re-erector, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect of accruing of any claim nor shall it conclude/determine or affect in any way the powers of the Engineer in charge as to the final settlement and adjustment of the accounts or otherwise, in any other way. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer in charge's certificate for the final measurements and of the total amount payable for the work shall be conclusive and binding on all parties.

No advance payment against any sort of operation pertaining to the work shall be made to the contractor.

27 Payment of reduced rate on account of items of work not accepted as complied to be the discretion of engineer in charge.

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

28 Stores supplied by Municipal Corporation.

If the specifications or estimate of the work provides for the use of any special description of materials to be supplied from the Municipal Corporation store or if it is required that the contractor shall use certain stores to be provided by the Engineer in charge. (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off/deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or from the performance security, or the proceeds of sale thereof shall from deposit held in Government securities; the same or a sufficient portion there of shall in that case be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Municipal Corporation, and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer in charge. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the SMC store, if the Engineer in charge so requires by notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim

for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage or damage thereto.

29 Lump sum in estimates

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

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

In any case, in which any of the powers conferred upon the Engineer-in-charge by CI 2 and 5 hereof, shall have become exercisable and same shall not have been exercised, then the non-exercise thereof shall not constitute waving of any of the conditions hereof. Such powers shall not withstanding be exercisable in any case of default by the contractor, for which by any clause hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for giving past and future compensation shall remain unaffected. In the event of the Engineer in charge taking action under sub-clause (a) or (c) of clause 7 of special conditions of contract (section IV-B), he may, if he so desires to take possession of all or any tools ; plants, materials and stores in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable, at current market rates, to be certified by the Engineer in charge whose certificate thereof shall be final.

Alternatively, the Engineer in charge may, by notice in writing to the contractor or his authorized foremen or other agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Engineer in charge may remove them at the contractor's expenses and or sell them by auction or private sale at the risk and account of the contractor in all respects, and certificate of the Engineer in charge as to the expenses of any such removal and or the amount of the proceeds and expenses of any sale shall be final and conclusive against the contractor.

31 Work on Sunday and 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 and 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**. More over six hours work at night will be the granting of 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 grand such permission will not be set up as a ground for not completing the work within the contract period.

32 Changes in the constitution of firm to be notified

In the case of a tender by partners any changes in the constitution of a firm shall be forth with notified by the contractor to the Engineer in charge for his information

33 The employment of minor and animals

(i) No contractor shall employ any person who is under the age of 18 years.

(ii) No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of taps (nawar).

(iii) No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

34 Drinking water facilities for labourers & workers

The contractor shall make his own arrangement for drinking water facilities for the labourers employed by him and also for the construction of the work as may be required. If the contractor fails to comply with this provision, the Engineer in charge shall give notice in writing to comply with this requirement and if the contractor does not act to provide this facility within ten days, the Engineer in-charge shall thereupon make such arrangement at the cost of the contractor.

35 Sheds / shelters to workers / labourers and their families:

The contractor shall provide amenities of proper sheds and shelters to the workers or labourers and their families on this work well before the work is taken in execution. If the contractor fails to provide shade and shelter, the Engineer in-charge shall provide the same at the cost of the contractor.

36 Acceptance for of condition compulsory before tendering for the work

Any contractor who does not accept all these conditions as above shall not be allowed to tender this work.

37 Special clauses regarding refund/recovery of additional performance security:

Refund / Recovery of security deposit

(1) In case the total amount of work done is less than 5% of the contract value, prorate Performance Security to that extent shall be refunded to the contractor while releasing the payment of final bill. In short, the Performance Security to be retained by the corporation after payment of final bill shall be equal to 2 % of the amount of final bill as per prevailing norms or as per the norms decided from time to time.

(2) The additional Performance Security shall be recovered from the running bills when the total amount of work done by the contractor up to the running bills under consideration is more than 5 % of the contract value. However, such Performance Security shall be recovered in round figure of Rs. 1000/- i.e., the amount of work done when exceeds 5 % of the contract value, it shall be rounded off to the nearest multiple of Rs. 25000/-. Such additional Performance Security (4% of the additional amount) shall be recovered for the work amounting to Rs. 5,00,000/- or more.

38 Recovery of charges from original contractor for re advertising.

If the contractor fails to complete the work and the commissioner on behalf of the corporation takes actions in accordance to clause 7(a) or (b) or (c) of the special conditions of contract (section IV-B), in such cases, the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting the tenders to finalizing the tender etc. will have to be carried out SMC.

For this, actual expenses shall be recovered from the original contractor towards the cost of re-advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work. In case however a separate advertisement is issued for a single work, actual

cost of advertisement shall be recovered. Such recovery shall be in addition to the recoveries to be made under clause 7 (section IV-B) of such other relevant clauses.

39 Special conditions for electrical works

a) All the materials/ equipments/ accessories must confirm to the relevant IS codes with its latest amendments. Material supplied must be genuine and certificate towards its originality must be furnished along with supply

b) Contractor will have to remove and dispose the existing electrical poles at his own cost. No Extra Payment will be given to contractor for the same. But Contractor has to take the Permission prior to rremoval and ddisposal of the existing electrical poles from the working site.

c) The streetlight poles, cable, fitting etc. important material should be got tested/ inspected for acceptance test as per relevant standard(s) at manufacturer's works in presence of corporation's representative before supply. The supplier must make all the arrangements for testing/ inspection at manufacturer's works without any extra cost to the corporation. 15 days clear prior notice should be given for testing/ inspection. The travelling arrangement for the representative of SMC from Head Quarter to manufacturing works will be in the scope of contractor and it must be minimum as per prevailing Travelling Allowance & Dearness Allowance norms of SMC. Further, all expenses towards it will be borne by the contractor.

d) The luminary test certificate and photometry curve should be provided.

e) The luminary testing at ERDA / any other govt. rrecognised laboratory shall be arranged by the contractor. Testing charge shall paid by the corporation if the testing results found satisfactory, otherwise all expenses towards testing of luminary will be borne by contractor.

f) Whatever the product, material items etc. offered must be suitable for Indian power condition (unless mentioned it will be 415V +10%, -15%, 50 Hz± 5%) and Surat environmental conditions.

g) In case of rating of equipment's/ accessories, wherever "appropriate" word issued, rating of equipment's/ accessories must be considered with 20% overload/ safety factor.

h) The firm must possess valid contractor license issued by Government of Gujarat to carry out the work, which shall be furnished along with the technical bid

i) Only licensed and permit holder persons must be employed for job. The corporation will not be responsible for any accident or injury to the workman/ staff of the contractor. No compensation of any kind shall be paid by the corporation. The contractor shall observe latest Government rules regarding labours etc.

j) No housing accommodation and other facilities will be provided to the contractor's staff.

k) Bidder must make his own arrangement for watch and ward of materials supplied till it is commissioned satisfactorily at site and handed over to the corporation in healthy condition. Corporation will not be responsible for theft of materials till it is commissioned satisfactorily and handed over to the corporation completely in healthy condition even if part payment is released.

40 Special Conditions for Horticulture/ Landscaping Works

l) All the tools and equipment's required for the maintenance of plantation will have to be brought by the contractor.

m) All the wages of labours and compliance of statutory compliance, cost of transport, food, accommodation and other welfare activities for his employees shall be borne by the contractor.

n) The contractor shall employee qualified and experienced macadam, skilled, semiskilled and unskilled workers depending upon the nature of job.

o) The contractor must visit the site regularly as per instructed by the Engineer in Charge.

p) Watering should be done by water tanker regularly as per instructed by the Engineer in Charge.

q) Contractor has to arrange sufficient number of hose pipes, tools and tackles at his own cost at their own cost.

r) Contractor shall provide all safety gears to his workman at his cost.

s) Contractor has to follow all the stated and implied safety rules and regulations.

t) Contractor shall be responsible to remove all plant cuttings, weeds, other materials etc. immediately and dump it at a suitable place as indicated by the site supervisor. Under no circumstances such materials would remain at the site and must be removed before the sunset of the same day, if possible, agency should lift the plants waste simultaneously during the cutting or weeding work.

u) Agency has to keep well maintained tractor with hydraulic trailer for agricultural work and tanker for watering the plants. Vehicle must be owned by agency or proprietor.

v) Agency has to replace the damage / died plants at his own cost from time to time during development / maintenance period

w) Agency must have company's name or proprietors name at least 2 No. of water tanker of 10,000 to 20,000 litre capacity each.

41 SMC'S Obligations

SMC shall give adequate water free of cost for watering the plants in this road divider from nearest water distribution centre. Agency has to maintain the daily register of water tanker filled from water distribution centre.

42 Man Power Requirement

Requirement of manpower is as mentioned below. Agency has to submit the list of manpower engaged for maintenance, if any change in the manpower placement is done by the agency than in such cases revised list of manpower with changes is to be submitted from time to time.

Agency has to keep man power as per the details below:

DETAILS	Nos	Experience
Mukadam	01	Experienced
Gardeners	10	Experienced

43 Penalty:

43.1 In case of any delay or non-carrying out the operations as directed by officer-in charge a suitable penalty will be imposed as deemed fit by the officer-in-charge or based on measurement three times of estimated item rate.

43.2 Penalty amount for the staff for the absence of three days shall be as under and the penalty amount shall be deducted from the running bill of the contractor.

S.N.	Designation	Per day penalty for absencedaysRs.
1.	Experienced Mukadam	285.00
2.	Experienced Labours	205.00

43.3 If any damage is caused to the SMC material / equipment / tools / a suitable penalty as deemed fit by the officer-in-charge shall be deducted from the running bill of the contractor.

44 Clarification

Contractor is supposed to develop and maintain the area for 12 Months from the date of awarding the contract. In case some area is utilized for some other purposed as decided by competent authority due to any alteration / modification during development period, the contractor will get the proportionate amount of that area by deducting the cost of maintenance for their remaining development period as per the existing rate. The sweet soil and F.Y.M. required for top dressing of lawns will be supplied by SMC. Contractor has to arrange the requisite manpower, tools and tackles at their own cost to carry out such operations as directed by Garden Superintendent.

45 Safety Requirement

a) All employees of the contractor and contractor will have to undergo safety training before the application for entry passes is made. This training will only be of few hours.
b) Contractor/Site Supervisor should positively attend the safety meeting conducted bysafety department.
c) Bidder shall follow and implement the requirements of all applicable laws (Refer to Appendix 1).

46 Submission of As-Built Drawings

A copy of the Auto Cad Drawings shall be provided to the Engineer on a periodic basis for approval and to record all details relating to progress and developments.

On the basis of all Drawings relating to the Works the Contractor shall prepare 'As-Built' drawings using the computing software Auto Cad Version 16 or latest version to record the precise details of the Works complete. The final copy of the Auto-Cad Drawings shall be provided at the time of issue of the Statement of Completion. The Contractor shall also arrange to take photographs and video graphs as directed by the Engineer, depicting various details and stages of progress of works and submit them in duplicate in proper albums for records. In case the contractor fails to submit 'As-Built' drawings within 30 days of project completion, amount as stated in the contract data shall be withheld from the dues payable to the contractor.

The Contractor has to produce the Final As-Built drawings duly signed by Engineer In-charge, Consultant, Architect & Client before finalizing the Final bill. The contractor shall provide following along with final Bills. Final As-built documents should include: (a) As-built drawings (hard copy): Three Sets, (b) Soft copy of the same (latest pad version or equivalent), (c) Instruction and maintenance manual - Three copies (d) Test certificates - Three copies, (e) Warranties and guaranties cards/certificates of product/material/tools/machinery/etc., installed in project.

47 Handing over and taking over charge

After completion of works and tests specified above, the various installations of the project can be taken over by the employer as and when these are ready in all respects. The Defect Liability Period cum Maintenance Period shall start from the date, when all the installations of the project have been executed, tested as described above, successfully commissioned and handed over. The bidder shall follow conditions of contract time durations to rectify work during defect liability period as per Appendix 2.

48 Land for temporary use

The land required at site of work for construction of proposed work only will be made available. The contractor shall make his own arrangements at his own cost for land required for any other purposes

viz. for installing batch mix plant, store, offices, camping facilities for labors, go downs or approach roads on other such purposes etc.

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

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Bidder's Signature with address
Place
Date

APPENDIX 1

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

i. Pension or family pension on retirement or death as the case may be.
ii. Deposit linked insurance on the death in harness of the worker.
iii. Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

f) Minimum Wages Act 1948: The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.

g) Payment of Wages Act 1936: -It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986**: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979**: The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

APPENDIX 2

Special Conditions of Contract Time duration to rectify work during Defect Liability Period

Item No.	Description of work
1	All Concrete works
1.01	Any cracks to be filled and surface rendered to match with the expose RCC in 14 days
2	All Paving and Flooring works
2.01	Any breakage/settlement in the flooring will have to be rectified within 7 days.
3	Stainless Steel Fabrication Work
3.01	For All S.S. structural, railing, supporting members, sheets, pipes; In case of contamination of the surface, cleaning will have to be done in 4 days. In case of failure of joint/welding etc. repair to be done within 7 days.
3.02	For 8mm dia. S.S. cable; Any loosening, breakage of cable will have to be repaired by tightening, repairing of cable within 5 days.
4	Aluminum Fabrication Work
4.01	For Aluminum Oval extruded sections; In case the member comes off from the edge support, the same will have to be refixed or replaced within 4 days
4.02	For Aluminum Criss cross sheet; Any denting, bending, etc. will have to be rectified in 4 days.
5	All Mild Steel Fabrication Work
5.01	Any failure in terms of rusting will have to be rectified within 2 days. Any structural failure of joints, welding, etc. to be rectified within 7 days.
5.02	In case anchor fastener fails, the same will have to be redone with grouting within 4 days. Additional 3 days for other finishing work such as flooring etc.
6	Roof Sheeting and Flashing Work
6.01	Any leakages will have to be repaired within 3 days.
7	Signage
7.01	In case of failure of hardware which hinders the operation of the signage, the same will have to fix within 7 days.
8	Miscellaneous Work
8.01	In case any shrinkage cracks appear in wood, the same will have to be replaced within 4 days. In case of breaking, coming off, etc. of the wooden member, the same will also have

	to be fixed within 4 days.
8.02	In case of HDPE franel comes off the same will have to be refixed within 24 hours.
	Any defect which is not specified above shall be made good within 15 days after receipt of notice from Engineer-in-charge.

Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

SECTION V- TECHNICAL SPECIFICATIONS

(Attached as Separate Document)

Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

SECTION VI - BILL OF QUANTITIES

"Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)."

(Attached as Part of Volume 2)

Seal and Signature of the Bidder

BILL OF QUANTITIES (BOQ)

1. The Bill of Quantities shall be read in conjunction with the Instruction to Bidders, Conditions of Contract (GCC/SCC), Technical Specifications and Addendums thereof.
2. The quantities given in the Bill of Quantities are indicative and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices Bid, except in so far as it is otherwise, provided under the Contract, include all constructional plant, labour, supervisions, materials, all temporary works and false works maintenance, establishment and overhead charges, profit, any taxation and levies, and other charges together with all general risks, liabilities and obligations set out or implied in the Contract.
4. All rates and sums of money quoted in the Bill of Quantities shall be in Indian Rupees (Rs) rounded to the nearest whole number.
5. The bidder must quote his rate above / below the estimated rate specified in the Bill of Quantities part for each item of work both in words and figures. The whole cost of complying with the provisions of the Contract shall be deemed to have been included in the items provided in the priced Bill of Quantities. Where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.
6. After adjusting the bid prices as stated above, final bid evaluation will be done as follows:
   (a) Bidder needs to quote in percentage of rates (above /below as indicated in BOQ) for each part of BOQ. It is mandatory for further evaluation of bids & payment. Payment of items of each part of BOQ shall be made as per quoted percentage for each part of BOQ.

   (b) Successful bidder will be decided based on overall percentage quoted above/below of Total estimated amount as indicated in Vol-II for the complete project.
7. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. Reference to the relevant sections of the contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the requirements as stated in the individual sections of the Technical Specifications or General Conditions of Contract. Arithmetic errors will be corrected by the Employer pursuant to Clause 27 of the Instructions to Bidders which are reproduced hereunder-

   a) Where there is a discrepancy between the figures and words, for % and amount, the figure in words will govern and;
   b) Where there is discrepancy in total amount arrived by addition of percentage (above or below), the amount arrived by addition percentage (above or below) as written in words shall govern.
   c) Where there is discrepancy in total amount arrived by addition of percentage (above or below) and amount written in word/figures, the amount arrived by addition percentage (above or below) shall govern.

9. The specification numbers stated in the detailed description of items of works against each item are indicated for guidance of the Bidders. However, any of the specification alluded to the specifications referred to in the Bill of Quantities and/or any other specifications from Vol.3 "Technical Specifications" which in the opinion of the Engineer are applicable for a particular item is deemed to have been included in the scope of item and fully covered by the rates quoted for the items. In case of any discrepancies between provisions stated in the description of individual items and those covered by the technical specifications, the provisions in the description of item shall have preference.

10. Rock is defined as all materials which in the opinion of the Engineer, require blasting or the use of metal wedges and sledge hammers or the use of compressed air drilling for its removal.

11. Grouping of items under sub-heads of different sections is done in Part of BOQ for the convenience. Any item from any section can be considered for operation in any other section as indicated as directed by the Engineer.

12. The units of measurement described in the Bill of Quantities are **metric units**.

Abbreviations used in the Bill of Quantities are as follows:

A. ABBREVIATIONS

Abbreviations	For
Rs.	Indian Rupees
LS	Lump Sum
No. or Nr	Number
Lm, Lin, m,	Linear Meter
Rmt	Running Meter
Hct	Hectare
M^2 or sq.m.	Square Meter
Cc, c^3 or cucm	Cubic Centimeter
M^3, cu.m or Cu.mtr	Cubic Meter
Cum.km., Km^3	Cubic meter kilometer
KG or kg.	Kilogram
MT or T	Metric Tonne
HP	Horse Power
PS	Provisional Sum
IRC	Indian Road Congress
MoRT&H specifications	Specifications for Road and Bridge Works, Issued by the Ministry of Road Transport & Highways, Government of India (Fifth revision, 2013).
BIS	Bureau of Indian Standards
POL	Petrol, Oil and Lubricants
SMC	Surat Municipal Corporation
IST	Indian Standard Time

SECTION VII - STANDARD FORMS OF SECURITIES, FORMS OF ACCEPTANCE AND FORM OF AGREEMENT

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Date & Signature of the Contractor

Executive Engineer
South Zone-A (Udhana)
Surat Municipal Corporation

Form No: 1

Bank Guarantee for Performance Security (If Applicable)

(Clause 36 of Section I: Instruction to Bidders)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS_____ [name and address of Contractor] (hereinafter called ―the Contractor) has undertaken, in pursuance of Contract _____ No._____ dated_____ to execute_____ [name of Contract and brief description of Works] (hereinafter called ―the Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of_____ [amount of guarantee]*. _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of_____ [amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ days (As per tender condition).

Signature and seal of the guarantor_____
Name of Bank_____
Address_____
Date_____

* An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Form No: 2

Format for Letter of Acceptance

(On letter head paper of the Employer)

Date: _____

To:

_____ (name and address of the Contractor)

Dear Sir,

This is to notify you that your Bid dated _____for execution of the of "Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)." for Project in Surat City for the Contract Price of Rupees_____ (amount in words and figures as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Surat Municipal Corporation.

You are hereby requested to furnish Performance Security, in the form detailed in Clause 36 of ITB for an amount of Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to ____days from the date of expiry of taking over certificate subject to removal of defects Period i.e., up to Defect Liability Period and sign the contract, failing which action as stated in Clause 36 of ITB will be taken.

Please acknowledge receipt.

Yours faithfully,

Authorized Signature

Name and Title of Signatory of Employer.

Form No: 3

Issue of Notice to Proceed with the Works

(Letter head of the Employer)

Date: _____

To
_____ (name and address of the successful Bidder)
_____
_____

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 36 and signing of the contract for the for "Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)." Project in Surat City, a Bid Price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours Faithfully,
(Signature, name and title of signatory authorized
to sign on behalf of Employer)

Form No: 4

Format for Agreement

This agreement made on this, the ____ day of _____, 2023_____ between _____ (name and address of Employer) (hereinafter called "the Employer)" and _____ (Name and address of contractor) (Hereinafter called "the Contractor").

Whereas the Employer is desirous that the Contractor executes _____ _____ (Name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs. _____.

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
    1) Agreement signed between two parties.
    2) Any correspondence between the two parties that the signatories have agreed to include as part of the Agreement for validating and clarifying any points in the Agreement, or by way of revised or improved understanding of any terms of the Agreement.
    3) Notice to Proceed with the Work.
    4) Letter of Acceptance.
    5) Technical Specifications as mentioned in this tender document.
    6) Bill of Quantities.
    7) Special Conditions of Contract (Part II).
    8) General Conditions of Contract (Part I). 9) Contractor's Bid.

It is clarified that in case of conflict between the documents mentioned above, the detailed terms specified in the Agreement, the Agreement shall have overriding effect.

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said _____
_____
_____

Binding Signature of Employer _____
Binding Signature of Contractor _____

In the presence of
_____
_____
_____

Form No: 5

List of Approved Banks for the purpose of providing Tender Fees/ Bid Security/ Performance Security

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

- All Nationalize Banks

(B) Guarantees issued by following Banks will be accepted as SD/EMD for period up to March 31, 2026. The validity cut-off date in GR (Govt. of Guj, Finance Department, GR No. **FD/MSM/c-file/04/2024/2859/D.M.O., Date:01/05/2025)** is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

(1)Axis Bank
(2) A U Small Finance Bank
(3) Bandhan Bank
(4) Barclays Bank
(5) City Union Bank
(6) CSB Bank
(7) DBS Bank India Limited
(8) DCB Bank
(9) Equitas Small Finance Bank
(10) ESAF Small Finance Bank
(11) FEDERAL Bank
(12) HDFC Bank
(13) HSBC Bank
(14) ICICI Bank
(15) IDBI Bank
(16)IDFC First Bank
(17) Jammu and Kashmir Bank
(18) Jana Small Finance Bank
(19) Karnataka Bank
(20) Karur Vysya Bank
(21) Kotak Mahindra Bank
(22) South Indian Bank
(23) Standard Chartered Bank
(24) Tamilnadu Mercentile Bank
(25) Utkarsh Small Finance Bank
(26) YES Bank
(27) Ahmedabad Mercantile Co-Op. Bank
(28) Nutan Nagrik Sahakari Bank Ltd.
(29) Rajkot Nagrik Sahakari Bank Ltd.
(30) Saraswat Co-Operative Bank Ltd.
(31) SBPP Co-operative Bank Ltd.
(32) SVC Co-Operative Bank LTD.
(33) The Cosmos Co-op Bank Ltd.
(34) The Gujarat State Co-Operative Bank
(35) The Mehsana Urban Co-Op. Bank
(36) The Surat District Co-Operative Bank
(37) The Surat Pepole's Co-Op. Bank Ltd.

(38) The Kalupur Commercial Co-Op. Bank
(39) The Panchmahal District Co-operative Bank
(40) The Baroda District Co-operative Bank
(41) Baroda Gujarat Gramin Bank
(42) Saurashtra Gramin Bank

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

EXECUTIVE ENGINEER
SOUTH ZONE-A (UDHANA)
SURAT MUNICIPAL CORPORATION

Form No: 6
Format of Bank Guarantee for EMD/Bid Security

(Clause 16 of Section I: Instruction to Bidders)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS_____ [name and address of the Bidder]
(Hereinafter called ―the Bidder) has tendered for the work of ----------
---

AND WHEREAS it has been stipulated by you in the said tender that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Earnest Money Deposit/Bid security for compliance with his obligations in accordance with the tender;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of_____ [amount of guarantee] *. _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of_____ [amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 180 days from _____ (Bid Submission Date) (As per tender condition).

Signature and seal of the guarantor_____
Name of Bank_____
Address_____
Date_____

* An amount shall be inserted by the Guarantor, representing the Amount of EMD/Bid Security specified in the tender and denominated in Indian Rupees.

ANNEXURE-A

AFFIDAVIT

Name of work: -" Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)."

- I, the undersigned, do hereby certify that all the statements made in the required attachment are true and correct, I also understand that in case of wrongful/ false information, corporation is entitled to take any civil & criminal punitive action against me/ us.
- The undersigned also hereby certifies that neither our firm M/s_____ nor any of its constituent partners have abandoned any work in Indian nor any contract awarded to us has been rescinded during last five year, prior to the date of this bid.
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institution, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SMC.

The SMC and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statement, document, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspect. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Surat Municipal Corporation to verify statement and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

_____

Signed by the Authorize signatory of the firm

_____

Title of the office

_____

Name of the firm

Date:

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

ANNEXURE – B

SPECIMEN SIGNATURE AND PHOTOGRAPHS OF THE BIDDER

NAME OF WORK:**" Construction of 18.23 mt T.P CC Road from F.P.No.26 to F.P.No.60 in T.P.No.1 (Udhana-Majura) in South Zone-A (Udhana)(3rd Attempt)."**

TENDER NO: -

1. PAN NO .....
2. GST NO. .....
3. Labour license .....

---------- Specimen signature of the bidder.

*In case of partnership firm,

Photographs of all

Partners/authorized signatories of partners shall be attached

Name and address of partners if any

1. ……

2. ……

3. ……

Residential Address:

Permanent Address:

CONFIRMATION

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

(Name, seal and signature of bidder)

EXECUTIVE ENGINEER
SOUTH ZONE-A (UDHANA)
SURAT MUNICIPAL CORPORATION

ANNEXURE – C

- 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 / tender of those tenderers whose E.M.D. & tender fee is received electronically, shall be opened. However, for the purpose of realization of E.M.D and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD / Speed Post so as to reach to Account department (Main office) within 7days from the last date of submission of price bid. as per **Annexure-D** Punitive action shall be initiated for non-submission of EMD & tender fees in original to account department (Main office) by bidder. All document in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted separately.

- All documents must colored scanned to be seen as original scanning in black and white or gray shall not be acceptable.
- All the document must be notarized with clearly displaying stamp, number and name of the notary.
- Following Document shall only be submitted in **HARD COPY** to Surat Municipal Corporation by all bidders:

1. **Earnest Money Deposit as mentioned in Notice inviting tender.**
2. **Tender fee as mentioned in notice inviting tender**
3. **Annexure/undertaking mention in tender on Non Judicial Stamp Paper of Rs.300/-**
4. **Addenda/Corrigendum. (If any)**

Date & Signature of the Contractor

ANNEXURE – D

- Demand Draft/B.G for E.M.D. & Tender (Bid) fee shall be submitted in electronic format through online mode (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening of the bid. Accordingly offer of those shall be opened whose E.M.D. & tender (bid) fee is received electronically. However, for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed post as per Clasue so as to reach to Chief Accountant, SMC within 7 days from the last date of online submission of the bid as per tender notice.
- Penaltative action will be taken for not submitting original Demand Draft in the account department of Surat Municipal Corporation within 7 days from the last date of online submission of the bid for the first time as mentioned below.

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

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

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

- All documents must be coloured scanned to be seen as original, Scanning in black and white or gray shall not be acceptable.
- All the documents must be notarized with clearly displaying stamp, number and name of the notary.
- Upload it on Portal

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

a) Tender Fees as mentioned in the tender.
b) Earnest Money Deposit as mentioned in the tender. (i.e. D.D./ Bank Guarantee)
c) Affidavit For Site Visit on non-Judicial stamp paper of Rs.300/-
c) Affidavit on non-Judicial stamp paper of Rs.300/-
d) Undertaking by the tenderer for not black listed on Rs.300/- government stamp paper.
e) Addenda Corrigendum (if any) duly signed by contractor

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 SMC."

SECTION VIII- DRAWINGS

(Attached in Separate Files)

(Note: These are drawings of Tender only and the drawings for GFC (Good for Construction) will provide at the time of execution.

Seal and Signature of the Bidder