



SURAT SMART CITY DEVELOPMENT LIMITED

(SMART CITY MISSION)



Tender

For

CONSTRUCTION OF IT MAC CENTER REGARDING SMART CITY PROJECT AT T.P.S.NO.36 (ALTHAN), F.P. NO.01, SURAT

TENDER NOTICE (*ON LINE*) NO : GM(IT)/SMC/SSCDL/PAN(1)/1/2017-18, Work No.1

VOLUME - I TECHNICAL BID

Downloading of Tender Documents	06.04.2017 to 18.04.2017 up to 18.00 hrs.
Pre bid conference	Bidders shall have to post their queries on E-Mail address exen.swz@suratmunicipal.org on or before 11.04.2017 Up to 17.00 hrs. Pre-Bid conference will held on 13/04/2017 at 12.00 noon. Venue for Pre-Bid conference: 2 nd floor, Room No.88, Conference hall, Muglisara, Surat-395003, Gujarat.
On line submission (Last date)	Up to 18.04.2017 up to 18.00 hrs.
Submission of Tender fee & EMD in hard copy.	From 25.04.2017 18.00 hrs. CFO (Chief Finance officer), Surat Smart City Development Limited, South Zone Vahivatibhavan, Udhna Main Road, Opp.Satya Nagar,Udhna, Surat-394210, Gujarat.by R.P.A.D./ Speed Post

CLIENT

THE CHAIRMAN,

Surat Smart City Development Limited, Muglisara, Surat – 395 003.

Phone : 91-261-2423751-56 ,Fax : 91-261-2451935

Web : www.suratmunicipal.gov.in



**NAME OF WORK: CONSTRUCTION OF IT MAC CENTER REGARDING SMART CITY PROJECT AT
T.P.S.NO.36 (ALTHAN), F.P. NO.01, SURAT**

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VOLUME - I

Part -1



Surat Smart City Development Limited (SSCDL)

Section I - Notice Inviting Tender

Tender Notice (online) No.	GM(IT)/SSCDL/PAN(1)/1/2017-18, Work No.1	
Organization Name	Surat Smart City Development Limited (SSCDL)	
Department Name	SOUTH-WEST (ATHWA) ZONE	
Name of Work	Construction of IT Mac Center regarding Smart City Project at T.P.S.No.36 (Althan), F.P. No.01, Surat.	
Tender Notice	GM(IT)/SSCDL/PAN(1)/1/2017-18, Work No.1	
Tender Type	Construction Basis	
Bidder Nationality	NCB	
Product	Construction of IT Mac Center regarding Smart City Project at T.P.S.No.36 (Althan), F.P. No.01, Surat.	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees	
Joint Venture	Not Allowed	
Schedule of E-Tender	Downloading of Tender Documents	06.04.2017 to 18.04.2017 up to 18.00 hrs.
	Pre bid conference	Bidders shall have to post their queries on E-Mail address exen.swz@suratmunicipal.org on or before 11.04.2017 Up to 17.00 hrs. Pre-Bid conference will held on 13/04/2017 at 12.00 noon. Venue for Pre-Bid conference: 2 nd floor, Room No.88, Conference hall, Muglisara, Surat-395003, Gujarat.
	On line submission (Last date)	Up to 18.04.2017 up to 18.00 hrs.
	Submission of Tender fee & EMD in hard copy.	From 25.04.2017 18.00 hrs. CFO (Chief Finance officer, Surat Smart City Development Limited, South Zone Vahivatibhavan, Udhna Main Road, Opp.Satya Nagar,Udhna, Surat-394210, Gujarat by R.P.A.D./ Speed Post
	Opening of technical bids (online)	On 19/04/2017, 12.00 noon.
	Opening of Price Bid (Online)	Will be intimated later on.
	Bid validity period	120 days from the opening of the price bid
	Project Duration	12 (Twelve) months excluding Monsoon
Payment Details	Document Fee	Rs.18,000/- In form of Account Payee Demand Draft payable in favor of Chairman, Surat Smart City



		Development Limited payable at Surat with bid submission.
	EMD (BID SECURITY)	Rs.17.10 lacs (Rs. seventeen Lacs and Ten Thousand Only) of this amount, the tenderer shall pay EMD of Rs. 8.55 lacs in the form of Bank Guarantee from the Nationalized Bank only. The balance of the EMD (Rs. 8.55 lacs) is to be deposited by way of pay order/ Demand Draft issued in favour of Chairman, Surat Smart City Development Limited through Nationalized Bank only payable at Surat. EMD in no other form shall be accepted.
	Estimated Value	Rs. 17,08,66,849.69 Ps.
General Terms & Conditions	<p>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 in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received for purpose of opening the bid. Accordingly, offer of those shall be opened whose EMD and tender fee is received electronically. However, for the purpose of realisation of DD the Bidder shall send the DD as original through RPA/ Speed Post so as to reach CFO (Chief Finance officer, Surat Smart City Development Limited, South Zone Vahivatibhavan, Udhna Main Road, Opp. Satya Nagar, Udhna, Surat-394210, Gujarat within 7 days from the last date of uploading. Penaltative action for not submitting DD in original to Chief Finance officer, Smart City Development Limited by Bidder shall be initiated and action shall be taken for aabeyance of registration and cancelation of E-tendering code for one year. Any document in support shall be in electronic format only through online (by scanning) and hard copy will not be accepted separately.</p> <p>This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD (BID SECURITY) and tender fees. The Bidder should submit all the forms electronically only.</p> <ol style="list-style-type: none">1. The technical & financial details required for evaluation dully digitally signed (As per section II & III of volume-1, part-1 of the tender).2. Power of attorney.3. Company's profile and certificate of registration of company under the law. <p>DOWNLOAD OF TENDER DOCUMENT : The tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder.</p> <p>SUBMISSION OF TENDER : Bidder shall submit their offer in electronic format on below 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 Smart City Development Limited will be out rightly rejected. Bidders need not to submit Technical Bid in Hard Copy in physical form at this stage. Bidder shall have to submit separate account payee DD for Tender Fee & EMD</p>	



	<p>drawn in favor of Chaiman, Surat Smart City Development Limited.</p> <p>Both the envelopes shall be placed in another envelope with due mention of Tender notice No., Name of work, date and time of opening of tenders and to be submitted in the office of the to, CFO (Chief Finance officer, Surat Smart City Development Limited, South Zone Vahivatibhavan, Udhna Main Road, Opp.Satya Nagar,Udhna, Surat-394210, Gujarat during the period mentioned above.Tender documents submitted by intending bidders shall be considered for evaluation only of those bidders,whose Earnest money deposit, tender fee and other documents (Addenda, Corrigendum if any) placed in the envelope are found in order.</p>
Information for online participation	<p>OPENING OF TENDER:-</p> <p>The Tender Bids will be opened on the specified date & venue. Bidders who wish to remain present at Surat Smart City Development Limited, at the time of tender opening can do so. Only onerepresentative of each firmwill be allowed to remain present.</p> <ol style="list-style-type: none">1. Internet site address for e-Tendering activities will be https://smc.nprocure.com2. 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 the own in registration process.4. Bidders who wish to participate in this tender need to procureDigital Certificate as per Information Technology Act-2000 usingthat 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 e-Mail:URL: https://smc.nprocure.com5. Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, Volume-1 of tender i.e. PQ(Technical) Or experience details and Price bid.(In electronic form only).6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid.7. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, Volume-1,2,3 of tender document& Reference Documents in hard copy<u>only</u> if such instructions is given by tendering authority <u>in writing</u>.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED



SECTION II - BIDDING DATA

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

Tender Notice No.	GM(IT)/SSCDL/PAN(1)/1/2017-18
Work No.	01
Bids to be submitted to	CFO (Chief Finance officer, Surat Smart City Development Limited, South Zone Vahivatibhavan, Udhna Main Road, Opp.Satya Nagar,Udhna, Surat-394210, Gujarat
Name of Employer and Address	The Chairman, Surat Smart City Development Limited, Muglisara, Surat-395 003 Phone : 91-261-2423751 – 56, Fax : 91-261-2451935 exen.swz@suratmunicipal.org https://smc.nprocure.com
Name of Work	Construction of IT Mac Center regarding Smart City Project at T.P.S.No.36 (Althan), F.P. No.01, Surat.
Period of Completion	12 months (excluding Monsoon).
Estimated Cost of Project	Rs.17,08,66,849.69 Ps. (with cost of cement and steel) (Prepared as per Schedule of Rates for, Surat Division -2015-16& Market Rate for Non SOR Items)
Earnest Money (Bid Security)	Rs.17.10 lacs (Rs. Seventeen Lacs and Ten Thousand Only) (A) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited. (B) The Earnest Money Deposit will be refunded to the unsuccessful Tenderers after the award has been finalized, as per prevailing norms of the SSCDL. (C) The Earnest Money Deposit (Tender guarantee) will be forfeited in the event, the successful Tenderer fails to accept the contract and fails to submit the performance Guarantee Bond to the owner as stipulated in this tender documents within ten days after receipt of notice of award of contract. In such case, SSCDL may disqualify the Tenderer from tendering for further works, under the jurisdiction of the Corporation (SSCDL). (D) The Earnest Money Deposit of the successful tender shall be returned after the performance guarantee bond, as required, is furnished by the successful Contractor. (E) No interest shall be paid by the owner on any tender guarantee.
Tender Fees	Rs.18,000/- In form of Account Payee Demand Draft payable in favour of "Chairman, Surat Smart City Development Limited" payable at Surat with bid submission.
Performance Security	Contract Value. Out of total Performance Security (10% of contract value), initial Performance Security at 5% of the contract value shall be deposited by the bidder in the form of FDR/BG of listed nationalized Bank within 15 days on acceptance of tender and remaining Performance Security shall be deducted from the each R.A. Bill at rate of 5%) The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs. 100/- if S.D. is paid in the form of Bank guarantee/D.D/Pay order or on stamp paper of Rs. 4.25% of S.D. Amount if it is paid in the form of F.D. as per the format of SMC.



	<p>The Surety & Undertaking shall be executed on stamp paper worth Rs. 100/- each.</p> <p>(i) Initial performance security deposit. Bank guarantee will be released as below</p> <ul style="list-style-type: none">➤ After completion of project (within 60 days from the date of the final bill payment - 5%) <p>(ii) Remaining performance security deposit – 5% will be released after defect liability period</p> <p>Provided that any defect if found shall have to be rectified /complied as per the direction given by E.I.C, within the said periods.</p>
Retention Money	7% from each Running bill.
Defect Liability Period	02 (Two) years after issue of completion certificate
Brief Scope of work	<p>The work to be carried out under this contract shall consist of various items as generally described in Tender Documents. The development/construction of IT MAC CENTER including all other internal & external amenities like Plumbing & sanitation, Drainage, Electrification, storm water drainage, Infrastructural facilities like RCC roads, compound wall, entry gate, COP Development, Street lighting, providing etc.</p> <p>The scope of work also includes :</p> <p>The rates and prices in the Bid (except in so far as otherwise provided under the contract) include all constructional plant, labour, supervision, materials, all temporary works and false works, erection, maintenance, establishment and overhead charges, profit, taxation and levies and other charges with all general risks, liabilities and obligations set out or implied in the Contract and including remedy of any defects during the Defects Liability Period and shall include (but not limited to the following).</p> <ul style="list-style-type: none">(a). Carrying out construction of all components of the Building structure with foundation, RCC superstructure, all finishing works and all Internal and External services with the infrastructural developments according to required specifications under this contract as per schedule of payment terms.(b). General works such as cleaning site before commencement , setting out axis and locations of foundations etc. and clearing the site after completion and before handing over the structure after defect liability period.(c). Collection and providing samples including transportation and carrying out tests on various constructional materials proposed to be used in the work. All tests as required as per provision of Indian standard codes/standard specifications and as suggested by Engineer in Charge and furnish test report/certificates from acceptable/Govt. approved testing laboratories.(d). Providing full furnished site office for the client and PMC. Setting up site laboratory for routine tests as per approved in QAP.(e). Giving programme of work to monitor progress of work and to sort out bottlenecks for lapses etc.(f). Complying with any other data, which may be required as per the specifications, conditions, etc., forming part of the contract.(g). Any other item of work not specifically provided in the contract but which is necessary being contingent in complying with the provisions of the contract.(h). All the concrete work shall have to be carried out by fully automatic batching plant with minimum output of 30 cu.mt per hour with each batch



	<p>report printing facility or Digital weigh Batcher machine.</p> <p>(i). List of brand/make for various product/material to be used for this work is enclosed in Vol –I. However the descretion of Engineer in charge, a change in brand could be permitted if circumstances so warrant in opinion of Engineer in charge.</p> <p>(j). All safety measures, accident claims, damages, land for plant - machinery and site office, necessary technical staff required, Police protection etc. shall be included.</p> <p>(k). The above all details are for guidance purpose and may change during execution as per site condition and requirements. The contractor may do their own survey and investigation to ascertain the soil strata.</p> <p>Note:The Bidder is expected and deemed to have satisfied himself with all aspects of the Project and Site conditions to have been able to submit the Bid which when accepted , will get transformed into enforceable contract.</p>
<p>Priority of Works and General Resonsibilities of Contractor</p>	<p>(1) The Employer Surat Smart City Development Limited (SSCDL) reserves right to remove/decrease the Scope of Tendered Works. It is in Contractor's obligation to execute the work as instructed by Surat Smart City Development Limited (SSCDL) and will not be compensated for such removal / decrease in scope of Tendered works.</p> <p>(2) Quantities mentioned in Bill of Quantity are approximate and the Contractor shall not be compensated for any increase or decrease in such Quantities and shall be paid as per actual executed and certified by Engineer-In-Charge.</p>
<p>Qualifying Criteria</p>	<p>The Applicant shall provide evidence that their firm has been actively engaged in the civil works especially in construction of buildings andhaving experience of construction of buildings with 20 mt. height or more during the last 7 years in the role of Prime Contractor (work executed as a sub-contractors and the work executed through any other contractor will not be considered). The applicant shall provide evidence that, he has successfully completed or substantially completed 20 mt. height or more building works with in the lastseven years completing till Tender uploading date in Statement (A-1). The works completed/substantially completed during the current financial year will also be considered for counting the particular construction experience The works may have been executed by the applicant as a Prime contractor. Substantially completedworks means those works that are at least 90% completed as on tender uploading date and continuing satisfactorily on the date of application.For this, the Certificate from the employer shall be submitted alongwith the application incorporating clearly the Contract value-billingamount, date of commencement of works, satisfactory performance ofthe contractor and any other relevant information.</p> <p>Post qualification will be based on Applicants satisfying all thefollowing minimum criteria regarding their particular experience, financial position, personnel and equipment capabilities and otherrelevant information as demonstrated by applicants responses in theforms attached. The applicant to note specifically that all informationgiven including those in the form of various formats must besupported by certificates from respective issuing authorities.</p>
	<p>A. The average annual financial turnover during the last 3 years ending 2016-17 should not be less than 30% of the estimated amount put to tender</p> <p>B. Experience of having successfully completed buildings having G.F.+3 stories or more as a prime contractor and shall have executed building having similar nature of works as a prime contractor during the last</p>

seven years ending **01-04-2010 to 31-03-2017** should be either of the following.

C. Experience of having successfully completed Building **Post Tensioning (P.T.Beam), Expose RCC work and Post Tensioning (P.T.Slab)** and executed building having similar nature of works as a prime contractor during the last seven years ending **01-04-2010 to 31-03-2017** should be either of the following.

or

(i) Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tenders,

or

(ii) Two similar completed works, each costing not less than the amount equal to 50% of estimated cost put to tender,

(iii) One similar completed work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender.

(NOTE: Similar works means successfully completed Building consist of **Post Tensioning (P.T.Beam), Expose RCC work and Post Tensioning (P.T.Slab)** and constructed any Government/semi Government buildings Having **G.F.+3stories** or more during the last 7 years ending 01-04-2010 to 31-03-2017 in the role of Prime Contractor (statement-A)

If documents are insufficient or it does not match the required criteria mentioned in tender, then the Price Bid of the tenderer shall not be opened.)

AND

An attested copy of **Registration with any of the department of State Government, Surat Municipal Corporation, Central Government etc. Of "AA" Class and Spl. Category-1(Bldg.) of Gujarat State or equivalent to Sp. Category-1(Bldg.)** In other State & who have a certificate of registration with Employees Provident Fund Organization and having experience of construction of Multi Storied Residential Building with good quality and workmanship.

D) In view of the latest circular of IT Department IT clearance certificate is not required. However the contractor shall submit copy of the PAN card.

It is further to clarify that if any of work(s) is/are on hand with the applicant, but if the amount of the work done at the site is more than 90% of the total Project / Tender cost as on date i.e. **31/03/2017 or the date of downloading the tender document** then those work(s) will also be taken into consideration while evaluation.

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

Sr.No	Year	Enhancing factor
1	2016-17	1.00
2	2015-16	1.10
3	2014-15	1.21
4	2013-14	1.32
5	2012-13	1.46
6	2011-12	1.61
7	2010-11	1.77

	<p>Applicant should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above-mentioned factors.</p>
	<p>Average Annual financial turnover during the last 3 years:</p> <ol style="list-style-type: none"> 1. The average annual financial turnover during the last 3 years ending 2016-17 should not be less than 30% of the estimated amount put to tender. 2. Attested copies of balance sheet with adequate document/proof shall be attached 3. The details shall be furnished in prescribed Statement - D: <p>No. of Building works completed as follows:</p> <ol style="list-style-type: none"> 1. Note:- Nos. of building works with its amount completed during last 7 years ending 01/04/2010 to 31/03/2017. <p>Statement- A (for eligibility)</p> <p>(i) Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tenders, or (ii) Two similar completed works, each costing not less than the amount equal to 50% of estimated cost put to tender, or (iii) One similar completed work of aggregate cost not less than the amount equal to 80% of estimated cost put to tender.</p> <ol style="list-style-type: none"> 2. Attested copies of completion certificates for each completed work from the client mentioned above shall have to be attached. <ol style="list-style-type: none"> 1. Valid Registration with any of the department of State Government, Surat Municipal Corporation, Central Government etc. Of "AA" Class and Spl. Category-1(Bldg.) of Gujarat State or equivalent to Sp. Category-1(Bldg.) in other State. 2. Attested copies of same certificates for shall have to be attached. <p>Solvency Certificate of Nationalized Bank.</p> <ol style="list-style-type: none"> 1. Solvency Certificate of Nationalized Bank for Rs. 3.42 Crores (Not older than six months) 2. Attested copies of same certificates shall have to be attached. 3. Tenderer has to submit higher amount of bank solvency if so desired by Chairman, SSCDL.
<p>Bid Evaluation criteria</p>	<ol style="list-style-type: none"> (1) Financial Bid shall be opened only of that bidders, who satisfies the prescribed eligibility criteria mentioned here in tender document. (2) Tender shall be allotted to the bidder who has quoted lowest tender amount All the rights reserves for rejecting any or all the bids with the owner/SMC/SSCDL without assigning any reason thereof.
<p>Water Charges</p>	<p>Option - 1 If the Contractor makes his own arrangements for water required for construction and labour camp etc. by drilling own bore or by any other means, no water charges will be recovered from the Contractor. In such case the Contractor shall inform the Engineer-in-charge in writing within 30 days</p>



	<p>from the date of work order along with test certificate regarding suitability of water for construction purpose. During the course of work, whenever directed by the Engineer-in-charge, the quality of water is not good for construction purpose; the Contractor shall discontinue using water from the same source and arranging for another source of water. If the Contractor fails to do so water charges shall be recovered at the rate of 0.5% (point five percent) of the contract amount.</p> <p>Option - 2</p> <p>If the Contractor wants to use the water supply of Surat Municipal Corporation for construction work, they following rules are applicable :</p> <ol style="list-style-type: none"> 1) After getting work order, Contractor have to apply for a Surat Municipal Corporation Water Connection using old forms and by the help of South West (Athwa) Zone licensed plumber they have get a water connection. 2) Contractor have to pay completely for the water connection needed. 3) After getting the municipal water connection contractor have to pay bill as per the present laws and rates based on water use and issued bills. He has to submit one copy of the South West (Athwa) Zone office where the work is then carried out and if the contractor fails to pay the water charges, then the bill will be deducted from Contractors bill. 4) Incase of absence of water distribution network of Surat Municipal Corporation, Contractor have to arrange for water tankers by paying necessary fees to nearly water tanker distribution center. 5) After completion of work contractor have to nullify the connection by informing the Concerned Authority in the South West (Athwa) Zone. 6) In absence of either water supply network and unfeasibility to provide water tankers, Contractor have to arrange for his own water needs and in that case option (1) will be applicable. 															
Project Milestones	<table border="1" data-bbox="467 1211 1425 1503"> <thead> <tr> <th>Mile Stone No.</th> <th>Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit (12 months excluding monsoon)</th> <th>Financial Target (% of contract value)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>25%</td> <td>10%</td> </tr> <tr> <td>2</td> <td>40%</td> <td>50%</td> </tr> <tr> <td>3</td> <td>70%</td> <td>75%</td> </tr> <tr> <td>4</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table>	Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit (12 months excluding monsoon)	Financial Target (% of contract value)	1	25%	10%	2	40%	50%	3	70%	75%	4	100%	100%
Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit (12 months excluding monsoon)	Financial Target (% of contract value)														
1	25%	10%														
2	40%	50%														
3	70%	75%														
4	100%	100%														
Liquidated Damages	<p>In event of these Milestones not having being achieved, an amount computed at 0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained.</p> <p>Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate Milestones 1,2,3.</p> <p>The Liquidated damages shall be released without interest or charges if contractor achieves Milestone 4 before completion of approved time limit including extension oftime limit, if approved.</p>															
Bid Language	English															
Country	INDIA															
Currency	India Rupees (INR)															
Design Criteria	The Drawing(Cluster plan) attached with tender are for reference only.															
Insurance	The contractor shall take " contractors all risk insurance policy" for the estimated cost of the building viz. "Rs. 1708.67 lacs" Work men compensation policy" for all workers and labours of contractor andclient working at site and "Third Party															



	<p>Insurance Policy" to fully cover all third party type risk. All the insurance policies shall remain in force, upto the completion of two (2) years from the date of possession/from the date of the inaugural function. For the rest of the defect liability period (05 years) the Insurance shall be covered for the individuals, who are employed for the rectification of works (if any). The insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the client and the policy shall be deposited with the client. The Contractor All Risk (CAR) policy with third party insurance shall be submitted for (1) Construction period and (2) Defect liability period -upto 2 years from the issue of final bill of contractor.</p>
Bid validity period	120 days from the opening of the price bid

BIDDER TO PLEASE READ THIS CAREFULLY

- (1) If the tender is taken in favour of the company, a company of attorney in favour of the person who may have signed the tender for the company, must accompany the tender.
- (3) Voucher for earnest money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local Bank drawn in favour of the Municipal Commissioner. Earnest Money by cheque shall not be accepted.
- (4) The contractor shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and Ward under he is which assessed.
- (5) Copies of certificate as regards previous experience, if any must accompany the tender.
- (6) Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
- (7) All pages of Schedule: 'A & B' & specification should be initialed by the contractor.
- (8) All corrections, erasures & over writing should be initialed by the contractor.
- (9) Discrepancies and adjustment of errors:-Any error in quantity or amount in Schedule-'B' showing item of words to be carried out shall be adjusted in accordance with the following rules:-
 - (a) In the event of a discrepancy between description in works and figures quoted by a tenderer in the 'rates' column, the descriptions in words shall prevail.
 - (b) In the event of an error occurring in the amount column of the Schedule- 'B' showing items of works as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
 - (c) All the errors in totalling in amount column and in carrying forward total shall be corrected.
 - (d) Any rounding of amounts against item' or in totals' shall be ignored.
The tendered sum so altered shall, for the purpose of the tenders, be substituted for the sum originally tendered and considered for acceptance.
- (10) (i) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per instruction No.1 to 9 above are not completed with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the guidance of contractor" of his form.
 - (ii) Right is reserved to reject any or all tender (s) without assigning any person (s) thereof.
- (11) In addition to the above the tender will also be liable to be rejected outright if :-
 - (i) The tenderer proposes any alteration in the works specified or in the time allowed for carrying out the work or any conditions or correction made in any code or made of Schedule-'B' or specifications.
 - (ii) Any of the page or pages of the tender is removed or replaced.
 - (iii) All corrections, additions or pasted slips are not initialed by the tenderer.
 - (iv) Any erasures is made by him in the tender
 - (v) The tenderer or in the case of a firm, each partner or person holding the power of attorney thereof does not sign or the signature/s is/are not attested by a witness on page-9 of the tender in the space for the purpose.



- (12) (1) The several documents forming the contract are the essential part of the contract and requirement occurring in one is as binding as through occurring in all, they are intended to be mutually explanatory and complementary and to described and provide for a complete work.
- (2) In the event of any discrepancy, the several documents forming the contract or in any the document, the following order or precedence should apply:-
- (a) Dimension & quantities :-
- (i) Drawings.
- (ii) Schedule-B of the tender form.
- (iii) Specification.
- On drawings, figures, dimensions, unless obviously incorrect will followed in preference to seeled dimensions.
- (b) Description :
- (i) Scheudule-B of the tender form.
- (ii) Drawings.
- (iii) Specifications.
- In case of defective description or ambiguity, the Engineer- in-charge should issue further instructions direction in what meanner the work is to be carried out it being understood that the best modern practice is to followed. The contractor should forthwith comply with such instructions.
- (3) The contractor should taken no advantage of any apparent error or omission in drawings or specification and the Engineer in charge shall make such corrections and interpretation as necessary to fulfil the intent of the Plans and specifications.
- (4) No with standing that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contract shall be held responsible for all damages whether to the work under execution or to any other property or to lives of persons during the progress of the work and the period of maintance.
- (5) Plans are for rough guidance only when detailed plans are received from the Architect of corporation during the course of execution the same will supersede previous plans
- (13) The contractor should appoint a qualified engineer and he must remain present on site during working hours.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED



SECTION III - QUALIFICATION INFORMATION

1. Copies of original documents defining the **constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder**
2. Technical qualifications and experience of the proprietor or partners and leading technical employees in the firm (Statement-C)
 - (a) Name:
 - (b) Qualification:
 - (c) Status:
 - (d) Experience in years:
 - (e) From which date appointed in this firm, in case of employee:
 - (f) Date of joining the firm:
3. Whether the applicant maintains an office capable of repairing bills (Give Address):
4. Details of workshop, machines tools and plant held by the Applicant, as prescribed in Statement "J" precise number/quantum of equipment has to be mentioned.
- 4A. No of Building works completed in last 7 years. Statement – "A" & "A-1". No. of Building works on hand which include original construction work of Building. Details shall be furnished in prescribed Statement – "B". Attested copies of work order from the client shall be attached for each of the work mentioned.
5. Whether enlisted in any other dept./ organization if so, which class showing amount qualified to tender:
6. Total Turnover of the firm per year with adequate documents for last 3 years
(The details shall be furnished in prescribed Statement –D)
 - (i) Rs. _____
 - (ii) Rs. _____
 - (iii) Rs. _____
7. Balance sheets with profit and loss statement for the last five financial years duly certified by Chartered Accountant along with auditor's report. (Attested copies shall be attached)
8. Has the applicant or his partners or share holders been black listed in the past by any Government department of any other body:
9. Details of work if any abandoned by the Contractor
10. Name of the Bank of which solvency certificate attached for a sum of **Rs. 3.42 Crores**
11. Date of submission of application:
12. Details about Tender Fee of Rs. 18,000/- as application fee (Non-refundable) :
13. Amount in arrears if to be paid to Government as per the demand from any Government Department or Corporation:
14. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute
15. **DECLARATION**
 1. I / We hereby certify that I / We am/are not partner(s) in the firm(s) black listed or connected with firm black listed in any State, C.P.W.D., M.E.S., or Railways or any Corporation:
 2. At present I/We am/are partner(s) in the following firms which is/are registered as approved contractor(s), firm(s) in any State, C.P.W.D., M.E.S., or Railways:
 3. We, the partners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities over and above the business of this firm and make good the



above financial loss sustained by the **Surat Smart City Development Limited** as a result of our abandoning the works entrusted to us i.e. this firm:

(Partnership firm, all partners are required to sign)

Signatory's Name

Place :

Date:

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED



BID CAPACITY

1. The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = $[2AN-B]$ Where,

A = Maximum value of construction works executed in any one year during the last Seven Years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of work for which bids has been invited.

B = Value of existing commitments and ongoing works and LOI issued to be completed During the period of completion of work for which bids have been invited.

2. The initial criteria prescribed above in respect of experience of similar class of work completed, bidding capacity and financial turnover etc. will first be scrutinized and the bidder's eligibility for the work to be determined.
3. In case any agency is L1 (First Lowest) in more than two works, SMC/SSCDL reserves the rights to allot the work to second lowest at the price of first lowest without any prejudice.
4. Chairman, SSCDL reserves the right to issue / not issue work of more than two packages to any single bidder even if bidder is lowest and with adequate bidding capacity.
5. Chairman, SSCDL also reserves the right to reject any application / tender. Without assigning any reason whatsoever thereof.

Place :

Date:

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED



STATEMENTS

The bidders qualifying the initial criteria will be evaluated for the following criteria and the said details to be submitted on prescribed forms appended with tender documents whose brief details are as under:

i) Statement showing the similar works completed (minimum G+3 storied or more) in the last seven years. i.e. for a period starting from 01/04/2010 and ending on 31/03/2017.	Statement A
ii) Statement showing the details of work of construction of building with more than 20 mt. height. i.e. for a period starting from 01/04/2010 and ending on 31/03/2017.	Statement A-1
iii) Statement showing the similar works on hand / in progress. i.e. for a period starting from 01/04/2010 and ending on 31/03/2017.	Statement B
iv) List of Main Technical Staff Employed by the firm on Date	Statement C
v) Details of Financial Information	Statement D
vi) Statement of Bankers Certificate from a Nationalized Bank	Statement E
vii) Projects Under Execution Or Awarded/Loi Issued.	Statement F
viii) Performance report of works referred in form C & D should be duly authenticated/certified by an officer not below the rank of EE or equivalent should be furnished separately for each work completed or in progress	Statement G
ix) Details of structure and organization	Statement H
x) Details of technical & administrative personal to be employed for the work	Statement I
xi) Details of construction Plants, equipment etc. likely to be used in carrying out this work.	Statement J
xii) Litigation Details	Statement K
xiii) Site visit certificate	Statement L
xiv) Passengers lift	Statement M
xv) Intended brand by Contractor	Statement N



SURAT SMART CITY DEVELOPMENT LIMITED

STATEMENT - A

Statement showing the similar works completed **(minimum G+3 storied or more)** in the last seven years.

i.e. for a period starting from 01/04/2010 and ending on 31/03/2017

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

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

(2) It is mandatory to furnish details in this format only.

Signature of contractor



SURAT SMART CITY DEVELOPMENT LIMITED

STATEMENT – A-1

Statement showing the details of work of construction of building with more than **20 mt. height.**
i.e. for a period starting from 01/04/2010 and ending on 31/03/2017

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Penalty	Reasons for delay in completion of work	Remarks
						Target Date	Completion Date		Original Y M	Extended Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

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

(2) It is mandatory to furnish details in this format only.

Signature of contractor



SURAT SMART CITY DEVELOPMENT LIMITED

STATEMENT - B

Statement showing the similar works on hand / in progress.

i.e. for a period starting from 01/04/2010 and ending on 31/03/2017

Sr.No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to tender	Tendered Amount	Date of award of contract	Target date of completion of work as per contract and date of completion of work if completed		Actual Amount of work done	Time limit in year and months		Reasons for delay in completion of work	Remarks
						Target Date	% Progress till Date		Original Y M	Extended (if any) Y M		
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11

**Note : -(1) Attested Copies of Work Order and detail progressCertificates from issuing authority have to be attached.
(2) It is mandatory to furnish details in this format only.**

Signature of the Contractor:-



SURAT SMART CITY DEVELOPMENT LIMITED

STATEMENT - C

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

Sr.No.	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
1					
2					
3					
4					
5					
6					
7					

Place :

Signature of the Contractor

Date :

with full address

**Note : -(1) Attested Copies of Educational & experienced Certificates attached.
(2) It is mandatory to furnish details in this format only.**

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



STATEMENT - D

FINANCIAL INFORMATION

Financial analysis, Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last five years duly certified by the Chartered accountant, as submitted by the applicant to the income Tax Department copies to be attached.

General Construction Experience Record

All individual firms are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied shall be the annual turnover of the Applicant, in terms of the amounts billed to clients for each year for work in progress or completed. A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, employer and other relevant details.

Sr.No	Description of Item	2012-13	2013-14	2014-15	2015-16	2016-17
i.	Gross annual turnover on Construction work.					
ii.	Annual Net worth					
iii.	Profit/loss					
iv	Financial arrangements for carrying out the proposed work.					
v	Solvency certificate from bankers of applicant. Form 'B'					
vi.	Tax clearance certificate under the relevant act					

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

Signature of the Bidder

Name & Designation of the bidder

Name of company

Rubber stamp of company

Date

Sign. of Chartered Accountant with seal.



STATEMENT - E

FORM OF BANKERS CERTIFICATE FROM A NATIONALIZED BANK

(solvency certificate from a schedule bank)

This is to certify to the best of our knowledge and information that M/S /Sh. _____ having marginally noted address, a customer of our bank are/is respectable and can be treated financially capable of any engagements up to a limit of

INR _____ (INR _____)

Though this certificate is issued without any guarantee or responsibility on the bank or any of its officers, it is based on careful opinion formed taking care of financial conduct of their transactions through the bank.

(Signature) For the Bank

NOTE:

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed totendering authority.
2. In case of partnership firm, certificate should include names of all partners as recorded withthe Bank.



STATEMENT - F

PROJECTS UNDER EXECUTION OR AWARDED ISSUED.

TILL LAST DATE OF SUBMISSION OF TENDER

Sr. No	Name of work/ Project And location	Owner or sponsoring organization	Cost of work in Cr.	Date of commencement As per contract	Stipulated date of completion	Up to date amount of the work executed (INR)	Slow progresses if any & reason thereof .	Name & address/ telephone of officer to whom reference may be made.	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that above list of works are under execution or awarded issued and the information given is correct to my/our knowledge and belief

Signature of Applicant(s)



STATEMENT - G

PERFORMANCE REPORT OF WORKS REFERRED TO IN FOR "A, A1&B"

1. Sr No.
2. Name of work/Project and Location
3. For Building works:
 - i) Nature of building
 - (a) Load bearing
 - (b) RCC Framed Structure
 - ii) Height of building & numbers of floor.
4. Agreement No.
5. Client name:
6. Amount of Work:
7. Date of Starting of project:
8. Stipulated date of completion:
9. Actual date of completion:
10. Completion cost:
11. Justification for Delay, if any:
12. Amount of compensation
 - a. Levied for delayed completion if any
 - b. Amount of reduced rate items, if any
13. Litigation tendency:
14. Feedback from client:

(i) Quality of work	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(ii) Finance Soundness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iii) Technical Proficiency	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(iv) Resourcefulness	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
(v) General behavior	<input type="checkbox"/> Very good	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor

Third party feedback, if any:-

Signature of applicant

Signature & stamp of client

Note: This Form shall be submitted notarized and scan copy of each work entered shall be uploaded.



STATEMENT – H

DETAILS OF STRUCTURE & ORGANISATION

1.	Name & address of the applicant	
2	Telephone No./Telex No./Fax no.	
3	Legal status of the applicant(attach copies of original document defining the legal status(s). (a) an individual. (b) A proprietary firm (c) A firm in partnership (Attested copy of partnership deed, power of attorney etc.) (d) A limited company or corporation.	
4	Particulars of Registration with various Government bodies (attach attested photocopy). (a) Registration number. (b) Organization/Place of Registration 1. 2. 3.	
5	Name and titles of Directors & officers with designation to be concerned with this work.	
6	Designation of individuals authorized to act for the organization.	
7	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so give the name of the project and reason of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm ever abandoned the awarded work before its completion? If so, give name of the project and reason for abandonment.	
9	Has the applicant or any partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so give details.	
10	Has the applicant or any constituent partner in case of partnership firm ever been convicted by court of law? If so, give details	
11	In which field of Civil engineering construction you claim specialization and interest.	
12	Any other information considered necessary but not included above.	

Sign of the applicant



STATEMENT – I

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Sr. No	Designation	Total number	Number available for this work	Name	Qualification.	Professional experience of details of work carried out.	How these would be involved in this work.	Remarks
1	2	3	4	5	6	7	8	9

Sign of the applicant



STATEMENT – J

Detail of Construction, Plant & Equipment Likely to be used in Carrying out the Work

Sr. No	Name of equipment		
1	2	3	
1	J.C.B. or excavator		
2	Concrete batching plant fully automatic of min 30 M3/hr capacity Age: Not more than 5 years).		
3	Digital weight Batchers Machine		
4	Concrete pump		
5	a) Concrete transit mixer b) Other equipment for transportation of concrete mix.		
6	Goods cum Lift for minimum capacity of 300 Kg.		
7	Shuttering (Steel formwork)		
8	Steel props (with accessories)		
9	Extended span or beams with accessories		
10	Vibrator (Needle) + Surface vibrator (Operating with electricity) + Diesel vibrator		
11	Water Tanker		
12	Trucks / Dumpers/		
13	Standard Testing Laboratory (As prescribed)		
14	Crane		
15	Pump & Motor		
16	Generator		

Note : - Ownership proof shall have to attach

Place :

Signature of the Contractor with full address

Date :



STATEMENT – K

LITIGATION DETAILS

Name of applicant / or parties ::

Applicant should provide information on any History of litigation or arbitration resulting from contracts executed in last five years or currently under execution:

Sr. No.	Year	Award for/against applicant	Name of client, cause of litigation & matter of dispute	Disputed Amount in INR	

NOTE:-

1. The above information shall be supported with necessary documents otherwise the same shall be treated as null & void.
2. If the information to be furnished in this schedule will not be given & come to the notice subsequently will result in disqualification of bidder.

Sign of the applicant



STATEMENT – L

Site Visit Certificate

I/we _____, authorized representative of M/s _____ have visited the site of the proposed;

CONSTRUCTION OF IT MAC CENTER REGARDING SMART CITY PROJECT AT T.P.S.NO.36 (ALTHAN), F.P. NO.01, SURAT.

We have inspected and evaluated the existing site with reference to its location, topography, soil conditions, sub soil water table, cutting-filling/leveling, removing debris and demolition of existing structure, shifting of services if any etc. We have submitted this offer after satisfying ourselves about the local conditions, local costs, etc.

Sign of the applicant



STATEMENT – M

SPECIFICATIONS FOR PROPOSED ELEVATOR PASSENGERS LIFT/GOODS LIFT

Sr. No.	Description	As per Tender Specification (Minimum Criteria)	Offered By the Supplier
1	Passengers/Load	8 / 544 Kg, 10 / 680 Kg, 16 / 1088 Kg, 20 / 1360 Kg.	
2	Speed	1.0 mps up to 7 floors. 1.5 mtr above 7 floors.	
3	Serving	As described in schedule	
4	Levelling Accuracy	+/- 10 mm to 15 mm	
5	Power Supply	AC 400/440V, 3P/1P, 50 Hrtz	
6	Entrance Position	All on one side	
7	Operation/Control	Simplex / Duplex full collective with advanced microprocessor technology	
8	Type	Passenger lift / Goods Lift	
9	Car Size	Suitable	
10	Car Entrance	Min. 800mm to 1000mm x 2000mm. Exact Dimensions to be decided as per Dwg.	
11	Car operating panel	Full Height S.S with Square/Round buttons with all control buttons or touch sensitive panel	
12	Landing operating panel	Full Height S.S with Square/Round buttons with all control buttons or touch sensitive panel	
13	Car door operation	Fully Automatic with Centre opening	
14	Car Wall/lift landing door/lift car door	S.S 304 Hair line finish	
15	Flooring	Anti-skid Flooring / Granite Flooring	
16	Car door protection	Multi-Beam Full Height Infra-Red	
17	Position indicators	Available at all floors	
18	Direction indicator on floor	Available at all floors	
19	Lighting	LED Lighting	
20	Ventilation	To be suggested by supplier	
21	Other features	Alarm, Emergency light, Overload Indicator, Telephone, ARD, S.S Hand Rails, Audio visual indication at Floor.	

Note: Total numbers of elevator and person per lift shall be according to GDCR norm but minimum capacity of elevator (lift) shall be of 6 (Six) person.



STATEMENT – N

Intended brand by Contractor

Sr.No.	Item	Intended brand by Contractor
1.	Cement – 53 Grade OPC	
2	White Cement	
3.	Steel – Fe-500	
4	Structural Steel	
5.	(A)Vitrified tiles (Single or Double charged)	
6	(B)Ceramic tiles	
7	(C) Chequered precast concrete tiles	
8	Glazed tiles	
9	Wash basin	
10.	(A)PVC water supply pipes (SCH-80)	
	(B) PVC pipe(SCH-40 as rain water spout)	
11	M.S. Tubes	
12.	(A)PVC Drainage lines pipes	
	(B)PVC Rain water pipes	
	(C) PVC pipes(6 Kg./cm ²)	
13.	Lift / elevators	
14.	Aluminium sections	
15	Stainless Steel/Aluminium Hardware,Fittings	
16	Glass	
17.	Kitchen sinks	
18.	Bib tap / piller cock / stop cock	
19.	Electric Items	
	(i) Wires (ii) Switches and Accessories (iii) Cable (iv) ARMOURED CABLES	



	(v) MCB/ELCB/RCCB/ Distribution Switch (vi) Pump Set (vii) Motor Starter & panel (viii) Luminaries	
20	Fire fighting equipments	
	(i) GI Pipes/Fittings (ii) Cast iron butterfly valves (iii) Gun metal valves (iv) Hydrant valves & accessories (v) Hose Reel (vi) Pressure Gauge (vii) Fire Pumps (viii) Fire Extinguishers	
21.	Door shutters	
22	Flush Doors	
23	Door Frames	
	Sal Wood	
24.	Door Fittings / Hinges	
25	Plywood Products Commercial Block Board Commercial Ply Teak Ply	
26	Laminates / Decorative laminates	
27	Pre laminated board	
28	Impregnated Fibre Board	
29.	Exterior colour (weather shield max)	
30	Synthetic Enamel Paints / Oil bound distemper	
31	Putty	
32.	Paver Blocks	
33.	D.G. Sets	
34.	AAC Block	
35	Chemical mortar/AAC block jointer	
36.	Water Proofing Compound	
37.	Polycarbonate Sheets	
38.	Construction Chemicals	



39.	Drainageline network	
40	Water supply network	
41	Anti-Termite Treatment	
42	Polycarbonate Sheets	
43	Polyester Fibre	
44	Welding Rod	
45	Cast Iron Pipes and Fittings(LA Class)	
46	R.C.C. Pipes NP- 3 Class	
47	G.I. Pipes	
48	G.I. Fittings	
49	Gun Metal Valves	
50	Brass fittings	
51	C.P. Fittings	
52	W.C. Pan / Washbasin / Urinals /Anglow Indian tubs	
53	Stainless SteelSinks	
54	Mirrors	
55	Plumbing /Sanitary Fixtures /Accessories	
56	C.I. Sluice valve,Check valves	
57	UPVC Borewell Column pipe	
58	Fibre reinforcedR.C.C. ManholeCover (Heavy Duty)	
59	C.I. Manholecover with frame	
60	P.V.C. Pipes &Fittings	
61	P.V.C. / H.D.P.EWater Tanks	
62	Ball Cock	
63	UPVC Pipes(Solvent WeldedJoints)	
64	C.P.V.C. Pipes &Fittings	



65	Water meter	
66	SWR pipe	
67	Fire Hydrant Valve & Air Valve, Scour Valve	

Seal & Sign of the applicant



UNDERTAKING

Photographs			
Name			
Designation			
Specimen Signature			

Names, Photographs and Specimen Signature of Partners, Managing Director

1. I/We agree that the decision of the Surat Smart City Development Limited in prequalification/selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to me/us.
2. All the information and data furnished herewith are correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.
4. I/We agree to submit signed and sealed original tender documents or qualification formats and other documents intimation from SMC/SSCDL.
5. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of SMC/SSCDL.
6. The specimen signature of contractor will be cross checked by Account Department of SSCDL, in case of representative of Contractor alongwith letter of authority of a person who signed an agreement, receives payment.

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-



PROFORMA FOR BANK GUARANTEE

(For Earnest Money Deposit)

The Chairman,

South Zone Vahivatibhavan, Udhna Main Road, Opp.Satya Nagar

Udhna, Surat-394210, Gujarat.

Dear Sir,

GUARANTEE NO.:-

AMOUNT OF GUARANTEE :- Rs. _____ (50% of EMD)

(Rupees _____ only)

GUARANTEE COVER FROM :- ___/___/20__ to ___/___/20__

LAST DATE FOR LODGEMENT OF CLAIM :- ___/___/20__

This deed to guarantee executed by the _____

_____ (hereinafter referred to as "the Bank") in favour of : The Chairman, SSCDL, Surat-394210 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs. _____ (50% of EMD) (Rupees _____ only) at the request of _____ (hereinafter referred to as "The Contractor/s").

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. _____ (50% of EMD). The Guarantee shall remain in full force upto ___/___/2016 and cannot be invoked otherwise that by a written demand or claim under this Guarantee served on the Bank on or before ___/___/2016 SUBJECT TO AS AFORESAID, The Chairman, SSCDL, Surat – 394210

Whereas, _____ (hereinafter called "The Bidder" has submitted his bid dated ___/___/20__ for **Construction of IT Mac Center regarding smart city project at T.P.S.No.36 (Althan), F.P. No.01, Surat** against Tender Notice No. GM(IT)/SSCDL/PAN(1)/1/2016-17, WORK NO.1 (hereinafter called "the Bid").

KNOW ALL MEN by these presents that we, _____ (hereinafter called "The Bank") are bound unto The Chairman, SSCDL, Surat – 394210 (hereinafter called "The Employer") in the sum of Rs. _____ (50% of EMD) for which payment well and truly to be made to the said Employer, the Bank binds, himself, his successors and assigns by these presents sealed with the common seal of the said Bank this _____ day of _____ 2017.

THE CONDITIONS OF OBLIGATION are:



1. If the Bidder withdraws his Bid during the period of bid validity.
2. If the Bidder, having been notified of the acceptance of his bid by the Employer during the period of bid validity.
 - (a) Fails or refuses to execute the Contract Agreement in accordance with tender documents, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the tender documents;

We undertake to pay to the Employer up to above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in full force up to __/__/2017, as such deadline is stated in the tender documents or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to **Rs. _____ (50% of EMD)**. Our guarantee shall remain in full force until __/__/2017__ Unless a demand or claim under the guarantee is received by us in writing on or before __/__/2017__ all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereafter.

Dated _____

Signature of the Witness _____

Signature of Authorized Person of Bank

Name of Witness _____

Address of Witness _____ Seal of Bank _____

of Bank's authorized signatory



**NAME OF WORK : CONSTRUCTION OF IT MAC CENTER REGARDING SMART CITY PROJECT AT
T.P.S.NO.36 (ALTHAN), F.P. NO.01, SURAT**

'DECLARATION OF THE CONTRACTOR'

- I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the local conditions including all materials and labour on which I / We have based my / our rates for this tender.
- The specifications and leads on this work have been carefully studied and understood before submitting this tender.
- I / We undertake to use only the best materials approved by the Engineer or his duly authorized representative during execution of the work and to abide by the decision.
- I/We undertake to best workmanship/line-level/plumb etc. during execution of the work and to abide by the decision.
- I/We have understood the schedule of payments and other terms of payments which is accepted by we/us .
- We further testify all informations provided in the tender including the statements made from Statement A to Statement N are factually correct and any misrepresentation or concealment if discovered, we understand the same shall result in disqualification as Bidder and the decision of the Chairman, Surat Smart City Development Limited shall be final and binding.

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-



AFFIDAVIT *

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners are blacklisted by any of the Govt./Semi Govt. institutios and not have abandoned any work of multistoried buildings in India nor any contract awarded to us for such works have been rescinded,during last five years prior to the date of this application.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of SMC/SSCDL.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm

Date

_____*

To be given on Non-judicial stamp paper of **Rs 100 duly** signed by authorized notary.



SECTION IV – TENDER DRAWINGS

FOR REFERENCE ONLY

Sr.No.	Title of Drawing	Drawing No.
1.	Layout Plan	
2.	Ground Floor Plan	
3.	Typical Floor Plan	
4.	Terrace Floor Plan	
5.	Section A	
6.	Section B	



VOLUME - I

Part -2



Section V Instructions to Bidders

1. Scope of Bid

- 1.1 The Employer, as defined in the Bidding Data, hereinafter **“theEmployer,”** wishes to receive bids for the Construction of Works as described in the contract hereinafter referred to as **“theWorks.”**
- 1.2 The successful bidder will be expected to complete the Construction of the Buildings and its Infrastructure works within the period stated in the Bidding Data and contract from the date of commencement of the Works.
- 1.3 Throughout these bidding documents, the terms **“bid”** and **“tender”** and their derivatives (**“bidder/tenderer”**, **“bid/tender”**, **“bidding/tendering”**, etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

This invitation to bid is open to any bidder meeting the requirements specified in the Bidding data.

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

B). To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the documentation and information on the relevant Information Forms attached under qualification information.

C). The proposed methodology and program of Construction, , backed with equipment planning and deployment, quality control procedures proposed to be adopted, justifying their capability of execution and completion of work as per technical specifications within stipulated period of completion.

3. Qualification of the Bidders shall, as part of their bid:

- (a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (b) To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively

4. One Bid per Bidder



A firm shall submit only one bid in the same bidding process. A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, including all cost necessary for site inspection and whatever investigations that may be necessary and the Employer will in no case be responsible or liable for those costs, regardless of the outcome of the bidding process.

6. Site Visit

The bidder will be deemed to have visited and examined the Site of Work and its surroundings and obtained for itself at its own risk and responsibility and liability, all information that may be necessary for preparing the bid and entering into a contract for Construction of the Works.

7. Content of Bidding

The Bid Document-Volume-I comprise the following sections and should be read in conjunction with Volume II and Volume III of this bid document.
Documents :

Section No.	Particulars
Volume –I – Part 1	
1	Notice Inviting Tender
2	Bidding Data
3	Qualification Information
4	Drawings
Volume –I – Part 2	
5	Instruction to Bidders
6	General Instructions
7	Conditions of Contract (Draft Agreement)
	Article -1 Definitions and Interpretation
	Article-2 Scope of Project
	Article-3 Obligations of the contractor
	Article-4 Representations and warranties
	Article-5 Performance security and retention money
	Article-6 Right of way
	Article-7 Utilities and trees
	Article-8 Design and construction of the work
	Article-9 Quality assurance, monitoring and supervision
	Article-10 Completion certificate
	Article-11 Change of scope
	Article-12 Defects liability
	Article-13 SMC's Engineer
	Article-14 Payments



	Article-15 Insurance
	Article-16 Force majeure
	Article-17 Suspension of contractor's rights
	Article-18 Termination
	Article-19 Liability and indemnity
	Article-20 Labour laws
	Article-21 Safety code
	Article-22 Miscellaneous
	Article-23 Dispute resolution mechanism
8	Forms of Security and Contract Forms
9	Approved List of Banks
10	Abbreviation
11	Memorandum
12	Schedule of Payment (Stage wise)
13	IS Codes
14	Specification for Electrical Installation work

Note:

- a) In addition to all the information as contained in the abovedocuments requires supplementary information or clarification; itshall be duty of the Bidder to obtain this from the Employer before submission of the bid.
- b) It shall be duty of the bidder to invite attention of the Employer to any omission, mistake or ambiguity that may be noticed before submission of the bid.
- c) Any omission, mistake, ambiguity or anomaly shall if subsequently noticed, be resolved consistent with Trade practice.
- d) Adenda, corrigendum is as a part of tender and it shall be submitted by the contractor.

8. Amendment of Documents

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the bidding documents by issuing Addendum giving adequate notice for complying with the same by the Bidder and for the same may extend the deadline for submission of the Bidder.

8.2 Any Addendum thus issued shall be part of the bidding documents and shall be uploaded to the website.

9. Language of Bid

The bid, and all correspondence and documents related to the bid exchanged by the bidder and the Employer shall be written in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the above stated language, in which case, for purposes of interpretation of the bid, the translation shall prevail.



10. Documents Comprising the Bid

The bid submitted by the bidder shall comprise the following: Tender Fees, Bid Security, Qualification information, and any information or other materials required to be completed and submitted by bidders in accordance with these instructions to Bidders.

11. Bid Prices

11.1 All duties, taxes, Royalty, cess and other levies payable to the govt. as in vogue (till the date of submission of the bid) by the contractor under the Contract, or for any other cause, shall be included in the cost submitted by the bidder. Any change there in shall reasonably and equitably be compensated / reimbursed on basis of strict evidence being provided by the Contractor to the satisfaction of The Chairman, Surat Smart City Development limited (SMC/SSCDL)

12. Bid Validity Bids shall remain valid for the period stipulated in the Bidding Data.

13. Bid Security

13.1 The bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the Bidding Data in the currency of the Employer's country.

13.2 Any bid not accompanied by an acceptable bid security shall be treated by the Employer as nonresponsive.

13.3 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the original period, or any subsequently extended period of bid validity or after successful bidder enters into agreement.

13.4 The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

13.4 The bid security may be forfeited if the bidder withdraws its bid before the period of its validity expires and the tenderer may be disqualified from tendering for further works under the Surat Smart City Development limited (SMC/SSCDL).

a) In the case of a successful bidder, if he fails within the specified time limit to sign the Agreement completing all necessary formalities for the purpose including furnishing/ payment of performance security.



14. Pre-Bid Meeting

14.1 The bidder is requested, to submit any questions in writing or by e-mail, to reach the Employer not later than date specified in Notice Inviting Tender. It may not be practicable to answer questions received late, but responses to questions, including the text of the questions raised and the responses given, will be uploaded on the website. Any modification of the bidding documents that may become necessary as a result of the pre-bid queries shall be made by the Employer exclusively through the issue of an Addendum.

15. Format and signing of Bid

15.1 The successful bidder shall submit one copy of the signed bid (All Volumes) within 15 days from the issuance of work order.

15.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

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

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

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

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

16. Sealing and Marking of Bids

16.1 The tenderer shall pay Earnest money Deposit to the extent of 50% in the form of Bank Guarantee from the enlisted / approved Bank as per Section-IX. The balance 50 % of the Earnest Money Deposit is to be deposited by pay order/Demand Draft issued in favour of "Chairman,



Surat Smart City Development limited " through the enlisted / approved Bank as per Section-IX only payable at Surat.

16. Bank Guarantee and Demand Draft /Pay order for E.M.D & Demand Draft for 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 of bid. Accordingly offer of those shall be opened whose E.M.D & Tender fee is received electronically. However for the purpose of realization of Bank Guarantee and Demand Draft/Pay order for E.M.D and demand draft for tender fee bidder shall send them in original through RPAD/Speed Post so as to reach to CFO (Chief Finance Officer), Surat Smart City Development Limited, Surat, South Zone Vahivatibhavan, Udhana Main Road, Opp. Satya Nagar Udhana, Surat 394210, Gujarat within 7 days from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting Bank Guarantee and Demand Draft/Pay order for E.M.D. and Demand Draft for Tender fee in original to CFO (Chief Finance Officer), Surat Smart City Development Limited, Surat, South Zone Vahivatibhavan, Udhana Main Road, Opp. Satya Nagar Udhana, Surat 394210, Gujarat 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.

17. Deadline for Submission of Bids

17.1 Bids (EMD & Tender Fees as mentioned in above-16) must be received by the Employer at the address specified in Notice Inviting Tender not later than the time and date stipulated in Notice Inviting Tender.

17.2 The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

18. Late Bids

Any bid received by the Employer after the deadline for submission of bids will be returned unopened to the bidder.

19. Modification and Withdrawal of Bids

19.1 The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of bids.



19.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered with envelope additionally marked "modification" or "withdrawal," as appropriate.

19.3 No bid may be modified by the bidder after the deadline for submission of bids.

20. Bid Opening

20.1 The bids as received on line shall be opened in presence of authorized representative of the bidders who chose to remain present on date of opening.

20.2 The Employer will carry out the process of scrutiny to determine the responsiveness of documents / data submitted electronically and qualify the bidders for further action.

20.3 A suitable date and time for opening of the Price bid will be intimated to those, who is found qualified.

20.4 On the specified date the Price bid of the successful qualified bidder shall be opened online.

20.5 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present.

20.6 Bids not opened and read out at bid opening shall not be considered for further evaluation.

20.7 Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

21. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

22. Award The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and sanctioned by the Competent Authority.

23. Employer's Right to Accept Any Bid and to Reject Any or All Bids



The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract without assigning any reason thereof and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the Employer's action.

24. Notification of Award

24.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by letter that its bid has been accepted.

24.2 The notification of award will constitute the formation of the Contract.

25. Signing of Agreement

25.1 At the same time that the Employer notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Agreement in the form provided in the bidding documents, incorporating all agreements between the parties.

26. Performance Security

26.1 Within 15 days of receipt of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a performance security and additional Performance Security for unbalanced offer quoted by the contractor in the form stipulated in the Bidding Data and the Conditions of Contract.

27. Unbalanced offer

27.1 In event of bid price being considered unbalanced in case of rates being higher or lower than 15 % of the reasonable rates as may be considered by SMC/SSCDL than SMC/SSCDL may direct the bidder to deposit separately performance security deposit of 15% of the amount of unbalanced contract in addition to regular performance/ security deposit. This deposit shall be released only on completion of the work along with the balance of performance deposit being released.

**GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED**



SECTION VI – GENERAL INSTRUCTIONS

The following general instructions are not exclusive and the same are issued for general guidance of the bidder and shall in no way constitute any promise or Covenant on part of Surat Smart City Development Limited but shall be binding obligations for all intents and purposes, the same are included in the Bid.

1.0 EXECUTION OF THE WORKS

The Contractor shall carry out, and be responsible for the site surveys, subsoil investigations, materials testing, and all other things necessary for Proper Execution.

With 10 days from Award of work, the Contractor shall start submitting construction documents, etc. for review and approval by the Employer's Representative. The Contractor will be fully responsible for ensuring that its construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects. The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site.

Contractor shall be responsible for Preparing Baseline Programme, upon acceptance of the Baseline Programme by the SMC/SSCDL; the Contractor shall adhere to it strictly. The Contractor shall ensure that preparation, updating and revision of programme of works are carried out by experienced and qualified personnel.

2.0 ELECTRIC POWER SUPPLY

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

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

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



4.0 TELEPHONES / WIRELESS COMMUNICATION FACILITIES

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

5.0 LAND FOR TEMPORARY USE

Land for labour camps, storage yards temporary site sheds, batching plant, casting yard shall be arranged by the contractor at the site or nearby plot with the consent of EIC/ SMC/SSCDL at his own cost.

6.0 CONTRACTOR'S MATERIALS, LABOUR ETC.

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

7.0 MATERIALS:

1. Steel, cement and other materials necessary for execution of this work shall not be supplied by SMC/SSCDL and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers only as per approved list. The contractor shall submit statement of sources for procurement of materials. The suitability of the same for the required quality, quantity, transport facilities etc. may be ascertained by the tenderer themselves before tendering and rates be quoted accordingly. The source of fine and coarse aggregates given in Table-1 is for general guidance only.
2. Procurement of all constructional materials as required shall be arranged by the contractor at his own cost from standard, reputed manufacturers / suppliers as may be approved by the client. The royalty receipts, Challans etc., shall have to be submitted by the contractor from time to time to the SMC/SSCDL.
3. The contractor will have to make his own arrangement for plants, equipments, machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.
5. The D.I./C.I. pipes and fittings required for laying of water supply network may be given to the contractor on his specific request in advance. The contractor shall have to pay the cost as per bill of the concerned department.



TABLE –I

Statement of sources of procurement of coarse and fine aggregates

Sr. No.	Name of the materials	Name of the place where sources of supply is available.	Approximate lead from site of work	Remarks if any
1	Rubble	Areth	65 Km.	-
2	Crushed coarse aggregate	Areth	65 Km.	-
3	Crushed coarse aggregate	Songadh/Chikhli	85 Km.	-
4	Sand	Tapi River/Narmada River	From standard approved stretches to have materials as perspecifications	Source to be beyond tidal influence.

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

8.0 NIGHT WORK & WORK ON SUNDAY & HOLIDAYS& BETWEEN SUNSET & SUNRISE:

No work shall be carried out on Sundays and Corporation Holidays and no work shall be carried out before and after office hours except with special permission of Engineer-in-charge in writing previously obtained. Withholding such permission shall be no ground of complaint on the part of contractor for cause for compensation of them. Working period shall be maximum eight (8) hours per day. Permission to work beyond 8 hours and to work on Sundays and holidays will be entirely at the discretion of the Engineer-in-charge and cannot be claimed by the contractor as a matter of right and the refusal to grant such permission will be not be set up as a ground for not completing the work within the contract period. Further to above condition, when Engineer in charge feels necessary to give permission to contractor to carry out the work on Sundays, Corporation holidays and before 8 hours, extra supervision charges arising due to overtime working of corporation supervisory staff shall be borne by the contractor at prevailing rates from time to time.

Such extra supervision charges shall be deducted by corporation from running bills of contract at SMC/SSCDL discretion

No work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-charge in writing perviously obtained and with holding such permissions shall be no ground of complaint on the part of



contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

NIGHT WORK:

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

it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge after making all requisite arrangements and management of areas, materials and equipments, required under any emergency etc. The contractor can carry on work after office hours if so required, subject to provide undertaking in writing, for expediting the progress on the works or for any other reasons of technical safety. Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work. The contractor shall not be however entitled to any extra payments for night work. The responsibilities of all kind shall be of contractor.

PRECAUTIONS TO AVOID ANY NUISANCE TO THE NEIGHBORHOOD/SURROUNDING

All the necessary precautions to be taken during the development of the project (either during day or night) ,to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of proposed construction site.

No complaint should be arise by the neighbourhood/society dwellers ,during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the settlement.

9.0 ENABLING WORKS

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



10.0 TEMPORARY DIVERSIONS, MAINTANENCE OF SAME AND TRAFFIC MANAGEMENT

This will be responsibility of the contractor.

11.0 OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS AGENCIES ETC.

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

12.0 ENVIRONMENTAL SAFEGUARDS

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

- 12.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 12.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.
- 12.3 Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc. shall be ensured for labourers during construction period in order to avoid damage to the environment.
- 12.4 No excavation from or dumping of waste materials into any water body / wetland shall be done.
- 12.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:
 - a) No excavation or dumping on private property is carried out without written consent of the owner.



- b) No excavation or dumping shall be allowed or wetlands, forests areas or otherecologically valuable or sensitive locations.
- c) The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area:
- d) Construction spoil/soil including bituminous material and other hazardous material must not be allowed to contaminate water course and the dump sitesfor such materials must be identified well in advances before constructionand lined properly so that they do not leach into the ground water.
- e) Any approvals required for the same shall be arranged by the contractor.

13.0 SITE OFFICE

Contractor shall provide and maintain a furnished site office for the supervisory staff of the PMC/TPI/Consultants. It shall have at least 25.00 to 50.00 Sqm floor area Air – conditioned site office, with approved flooring and shall include electrical lights, fans, computer point including proper wiring, water supply, drainage, toilets, tables, chairs, cupboards, and shall be constructed at location directed by the Engineer and shall be maintained for a period upto 6 months /as directed by E.I.C ,beyond date of completion as certified by PMC/TPI/Consultants.

The site office with all services, furniture,fixtures shall be property of the contractor. Land for site office, field laboratory etc. is notavailable with SMC/SSCDL and could not be provided by employer. All Electric & Telephone /Mobile bills will be paid by the contractor for entire period of contract and up to 6 monthbeyond completion of works and both the Electric & Telephone connections will be obtainedby him.

14.0 SHIFTING OF UTILITIES

- (a) Contractor is required to liaison with concerned department for identifying exactlocation of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost.
- (b) Deposits / Supervision charges levied by Govt. dept. & paid by the contractor for thepurpose of shifting of utilities (under Provisional Sums) shall be reimbursable afterdue assessment, verification and scrutiny except for street light poles, set of signalpoles, road signs/sign boards & consumer connection for water connections(Domestic/commercial).

15.0 REMOVAL / DIVERSION OF UTILITY SERVICE

If the over ground / under ground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gasducts etc. owned by various authorities including Public Undertakings and local authorities shall be diverted by the Contractor is included in the cost quoted by the contractor and will not be paid extra. In case in the opinion of the Engineer it is not possible to divert the utilities, the Contractor shall make



necessary modifications in the structure at no extra cost to the client..

16.0 UTILITY SERVICES

There may be any type of problems within the premises of the existing plot where the work of multistoried building is going to be carried out. The utility services might be falling in the proposed plot are required to be shifted/relocated/protected by the bidder. Bidder shall contact these utility providers for the shifting/relocating/protecting of the utilities which comes within the construction work & as per the approval of the utility provider & paying the charges towards the shifting/relocating/protection to the utility service provider as per the norms prescribed by them (utility provider) the works shall have to be carried out by the contractor, at no extra cost and the same shall be including in the quoted rate by the bidder.

17.0 TAXES

In no case, octroi exemption shall be granted for any of the materials, equipment brought by contractor for execution of the work.

Surat Smart City Development Limited shall not provide "C" Form for the tax purposes.

The rates to be quoted by the tenderer shall be inclusive of all taxes like VAT, sales tax, labor, construction cess, income tax, duties, etc., including such other taxes, duties, tolls, octroi, freshly levied taxes under any rules and no claim whatsoever in this context shall be entertained.

Goods/ equipments/ materials will be permitted for unloading after the submission of octroi receipts (if any)

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

If any Work Contract Tax or Labor welfare Tax or any other tax is levied by the Government during the course of execution of this contract, the same shall not be borne by contractor and the same shall be reimbursed on proof of payment to be appropriate authority being produced.

17.1 IMPACT OF GST LAW

If any change in existing tax liability is created, the same shall be reimbursed/recovered to/from the contractor, on proof of payments.

18.0 LABOUR EMPLOYMENT

The Contractor shall furnish to the Engineer-in-charge every week during the progress of the works classified weekly returns of the number of the people



employed on the work during the week. The report of skilled and unskilled labors shall be given in the prescribed form. The contractor shall have to obtain labor license from concerned Government department and shall have to submit to Employer.

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

19.0 TREASURE TROVE

In the event of the discovery by the Contractor or his employees during the progress of the works of any treasure, coins, antiquities, fossils, minerals or other articles or things of value or interest, whether geological, archeological or any other such treasure or other things shall be deemed to be the absolute property of client. The contractor shall take all reasonable precautions to prevent his workmen or any other persons from removing such things as above and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-charge/SMC/SSCDL of such discovery and carry out his orders as to the disposal of the same which will be at the contractor's expense.

20.0 ADDITIONAL CONDITIONS

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

21.0 GENERAL INFORMATION

Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

On acceptance of the tender, the name of the accredited representative of the contractor who will be responsible for taking instructions from



the Executive Engineer/Dy.GEN.Manager(Engg.) shall be communicated to the Executive Engineer/ Dy.GEN.Manager(Engg.) in writing.

Surat Smart City Development Limited reserves the right to engage suitable Project Management Consultant &/or third Party Inspection agency to Engineering Review, monitor & supervise the said work. PMC-TPI will performs its duties caring out jobs as per scope of works /TOR of RFP proposed by SMC/SSCDL.

Tenders which do not fulfill all or any of conditions or are submitted incomplete in any respect will be rejected. SMC/SSCDL Reserves the rights to increase / decrease the scope of work and contract without assigning any reason thereof. No claim to that effect shall be entertained.

Conditional tenders will not be accepted and will be rejected outright.

In case of any dispute or clarification in specification of any tender items the decision of Surat Smart City Development Limited shall be final.

No advance such as machinery advance, mobilization advance or materials advance will be given.(Except specified in the tender).

The technical bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them later on.

22.0 BANKRUPTCY:

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him or compound with the creditors or being the SSCDL commence to be wound up not being a members voluntary winding up for the purpose of amalgamation of reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them the owner shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the Contractor or to the receiver, or liquidator or to any person or organization in whom the contract may become vested.

23.0 MATERIALS OBTAINED FROM DISMENTALING:

If the Contractor, in the course of execution of work is called upon to dismantle any part for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of The Municipal Corporation and will be disposed of as per instruction of Engineer-in-charge in the best interest to The SSCDL.

24.0 ACTION WHEN NO SPECIFICATION IS ISSUED:



In case of any class of work for which no specification is supplied by The SSCDL in the tender documents, such work shall be carried out in accordance with I.S.S. which, if do not cover the same; the work should be carried out as per standard Engineering practice as directed and approved by Engineer-in-charge.

25.0 ABNORMAL RATES:

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item in case it is noticed that the rates quoted by a tenderer for any item is usually high or unusually low, it will be sufficient cause for rejection of tender unless, the SSCDL is convinced about the reasonableness of the rates on scrutiny of the analysis for such rates to be furnished by the tenderer on demand.

26.0 DECISION OF THE CHAIRMAN, SSCDL TO BE FINAL

Except where otherwise specified in the contract decision of the Chairman, SSCDL shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification designs, drawings and instructions here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

27.0 THE FOLLOWING CONDITION ARE BEING INCLUDED IN THIS TENDER AND SHALL BE CONSIDERED AS A PART OF TENDER DOCUMENT.

- (i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the contractor while releasing the payment of final bill. In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 2% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.
- (ii) If there is increase in amount of work more than 5% of the Contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the Contractor up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs. 1000/- i.e. the amount of



work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 Lacs or more at the rate of 10% of the additional amount.

**GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED**



SECTION VII – CONDITIONS OF CONTRACT



ARTICLE 1

DEFINITIONS AND INTERPRETATION

The following definitions and interpretations shall be inclusive of the scope of denitions as per trade practice and rules of interpretation as acknowlged by law.

1.1 Interpretation

1.1.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment orre-enactment or consolidation of such legislation or any provision thereof so far assuch amendment or re-enactment or consolidation applies or is capable ofapplying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of lawshall include the laws, acts, ordinances, rules, regulations, bye laws ornotifications which have the force of law in the territory of India and as from timeto time may be amended, modified, supplemented, extended or re-enacted;
- (c) references to a “person” and words denoting a natural person shall be construed asa reference to any individual, firm, company, corporation, society, trust,government, state or agency of a state or any association or partnership (whetheror not having separate legal personality) of two or more of the above and shallinclude successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are forconvenience of reference only and shall not be used in, and shall not affect, theconstruction or interpretation of this Agreement;
- (e) the words “include” and “including” are to be construed without limitation andshall be deemed to be followed by “without limitation” or “but not limited to”whether or not they are followed by such phrases;
- (f) references to “Scope of Work” include, unless the context otherwise requires,survey and investigation, design, developing, engineering, procurement, supply ofplant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, safety measures, testing, and commissioning of theProject, including maintenance during the Construction Period, removing ofdefects, if any, and other activities incidental to the construction and “construct”or “build” shall be construed accordingly;
- (g) References to “development” include, unless the context otherwise requires,construction, renovation, refurbishing, augmentation, up-gradation and otheractivities incidental thereto during the Construction Period, and “develop” shall beconstrued accordingly;
- (h) Any reference to any period of time shall mean a reference to that according to Indian standard time;
- (i) Any reference to day shall mean a reference to a calendar day;
- (j) Any reference to month shall mean a reference to a calendar month as per theGregorian calendar;
- (k) References to any date, period or Project Milestone shall mean and include suchdate, period or Project Milestone as may be extended pursuant to this Agreement;
- (l) any reference to any period commencing “from” a specified day or date and “till”or “until” a specified day or date shall include both such days or dates; providedthat if the last day of any period computed under this Agreement is not a businessday, then the period shall run until the end of the next business day;



- (m) the words importing singular shall include plural and vice versa;
 - (n) references to any gender shall include the other and the neutral gender;
 - (o) “lakh” means a hundred thousand (100,000) and “crore” means ten million(10,000,000);
 - (p) “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (q) references to the “winding-up”, “dissolution”, “insolvency”, or “reorganisation” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
 - (r) save and except as otherwise provided in this Agreement, any reference, at anytime, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the SMC/SSCDL hereunder or pursuant hereto in any manner whatsoever;
 - (s) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the SMC/SSCDL’s Engineer shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party or the SMC/SSCDL’s Engineer, as the case may be, in this behalf and not otherwise;
 - (t) all the documents forming part of the contract shall be treated as integral whole and each one shall be in addition to being supplementary shall also be treated as complimentary to all other parts to the extent that the overall meaning and interpretation thereof shall be in conformity with the intention and purpose of this agreement.
 - (u) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence, inviting all the liabilities attached to the requirement to the performance in terms of Liquidated Damages.
- 1.1.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the SMC/SSCDL shall be provided free of cost in Five copies.

1.2 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules. For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings), provided, however, that the terms defined in attached Documents, including but not limited to the Agreement, shall have the meanings specified in such document.



1.2.1 Definitions (for incorporated words)

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

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

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

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

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

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

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

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

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

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

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

(a) the enactment of any new Indian law;



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

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

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

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

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

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

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

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

The “EIC” shall mean the Engineer in charge i.e. officer of SMC/SSCDL who is designated as such for the time being in whose jurisdiction the work lies.

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

“Government Instrumentality” means any department, division or sub-division of the Government or the State Government and includes any commission, board, SMC/SSCDL, agency or municipal and other local SMC or statutory body including panchayat under the control of the Government or the



State Government, as the case may be, and having jurisdiction over all or any part of the Work or the performance of all or any of the services or obligations of the Contractor under or pursuant to this Agreement;

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

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

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

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

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

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

“MEPF” shall mean Mechanical, Electrical, Plumbing and Fire fighting system consultant who is designated as such for the time being in whose jurisdiction the work lies.

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

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

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

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



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

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

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

“PMC” shall mean Project management consultant who is designated supervision agency during execution of this project.

“SMC” shall mean Surat Municipal Corporation in whose jurisdiction the work lies.

“SMC/SSCDL” shall mean Surat Smart City Development Limited.

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

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

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

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

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

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

“TPI” shall mean Third party inspection consultant who is designated for quality monitoring of material & workmanship during execution of this project.

“TSTP” shall mean Tertiary Sewage Treatment Plant.

“WPI” means the wholesale price index for various commodities as published by the Ministry of Commerce and Industry, GOI and shall include any index which substitutes the WPI, and any



reference to WPI shall, unless the context otherwise requires, be construed as a reference to the WPI published for the period ending with the preceding month.

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements and errors/discrepancies

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

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

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

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



ARTICLE 2

SCOPE OF THE PROJECT

2.1 Scope of the Project

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

- (a) The development/construction of IT MAC Center including all other internal & external amenities like Plumbing & sanitation, Drainage, Electrification, storm water drainage, Horticulture, Infrastructural facilities like RCC roads, Development of marginal space by VDS Concrete/Paver Block pavement, compound wall, entry gate, COP Development, Street lighting etc. work in accordance with the provisions of this Agreement and in conformity with the requirements.
- (b) maintenance of the Project in accordance with the provisions of this Agreement and in conformity with the requirements.
- (c) performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto necessary for the performance of any or all of the obligations of the Contractor under this Agreement.
- (d) If due to any unavoidable circumstances, it needs to shift the location of project partly or fully, the contractor shall carry out the work partly or fully at another alternative locations without any extra claim. The expenditure towards preliminary activities if carried out by the contractor shall be reimbursed by SMC/SSCDL. (Actual expenditure or payment shown in Schedule of Payment-pre construction activities-as per stage of work carried out by the contractor which ever is less).
- (e) Scope of work contained in the paragraphs mentioned below is only indicative and not exhaustive. In addition the contractor shall be responsible for executing all items required for completing the building in all respect including all services, environment-fit for habitation with electrical, landscaping works, water supply, sewerage, Providing, Installing roads, pathways etc. complete as per direction of Engineer-in-charge. The price quoted includes all above items and covers all details as may be required to meet the purpose and intents of the contract.

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

A. Scope of Work :-

- 1 SMC/SSCDL/Surat Municipal Corporation will provide the plot(s) for construction/development.
- 2 Contractors are requested to visit the site prior to fill/submit the tender and check all the necessary attributes/matters related for completion of this project.
- 3 All the activities required to be carried out for successful and timely completion of this project shall be carried out by the successful contractor.

1. **Detail Scope of work : The detail scope of work is as under :**

1. Survey of the boundary of the plot(s) as per the Final Plot map given by SMC/SSCDL. Carrying out with Total station, or any other survey(s) required during the execution of the project.



2. The contractor shall be responsible for executing all the items required for completing the houses in all respect to make the dwelling units habitable and ready to use/occupy and also all services, make the environment fit for habitation with electrical, horticultural, rain water harvesting works complete as per direction of Engineer-in-Charge/PMC/SMC/Consultant.
3. Contractor has to submit compliance report of remarks (observation) given by SMC/SSCDL/PMC/consultant during scrutiny .
4. Soil investigations of site by reg. NABL laboratory.
5. Site preparation, laying out and other related activities to be carried out for commencement of the work.
6. Shifting of any underground / overhead services of any agency /utility provider, require to shift for execution of work. All related liasioning and shifting expenditure shall be borne by the contractor.
7. Minimum plinth height shall be 450mm from adjoining heighest T.P. / SMC road (major). Minimum FRL of the internal road of the project site shall be 300mm above the adjoining main road . However, find decision will be taken at site by SMC/SSCDL/PMC/consultant.
8. The Brands of the various materials to be used in this project shall be from the list of approved / suggested brand in the tender. The contractor shall mention the brands he intends to use in this work at the time of submission of the tender (Statement "N"). No change in the brand of any material will be permitted except under the special circumstances and approval from engineer - in charge/SMC/SSCDL.
9. The work shall be carried out as per latest I.S. codes and accepted norms of the construction. The workmanship and quality of the work shall be best&as per the good construction practice.
10. The contractor shall complete the work in scheduled time limit. The progress shall be maintained as per memorendum of the work,failing which the penalty as per tender shall be deducted from the R.A bill. The time limits includes time taken for approval of plans and proof checking of structural drawings and design. Time limit Excludes monsoon.
11. At the completion of the work the contractor shall submit the certificates duly signed by the contractor (All the partners of the firm), Architect and structural consultant as per Model form No.3 (Article 10.6).
12. VDS/Paverblock pavements shall be constructed in marginal space as per design and recent practice adopted in SMC/SSCDL. All major roads of the campus(more than 4.5mt.) shall be constructed as per design of RCC Road.
13. Water supply line shall be laid as per design approved by SMC/SSCDL with individual connections and Water meter fitting in each water tanks as per norms of SMC. water supply shall be connected to SMC water supply grid for building/ U.G water tanks. External water supply infrastructure



arrangement within the premises shall have to be provided by the contractor. All internal plumbing and sanitation line shall be concealed line. Separate internal flushing line network shall be installed for use of treated sewage water .

14. Sewerage lines by the contractor and approved as specified by SMC/SSCDL/PMC/Consultant.
15. Internal storm water drains (If necessary in the opinion of SMC/SSCDL) to be designed and constructed with Rain water harvesting system as per approved SMC/GDCR norms.
16. The overhead and underground water tank shall be of the capacity to retain water at the rate of 150 LPCD + free board or as per prevailing I.S.Code. (The O.H [30% of total requirement] & U.G water tanks [70% of total requirement] OR shall be as per the capacity finalized/approved by SMC/SSCDL/PMC/Consultant). The U.G. and O.H. tank required for use of treated sewage water shall be constructed by the contractor as per design and instruction of EIC.
17. The Marginal space in Campus shall be developed with VDS concrete pavement / paver block as approved by SMC/SSCDL/PMC/Consultant.
18. The contractor shall plant & grow the trees as per norms of SMC/GDCR.
19. The C.O.P. shall be developed with required height of wall. Yellow soil filling and grass - tree plantation as per instructions of Engg-in-charge. Benches & Gazebo shall be provided as approved by SMC/SSCDL/Consultant.
20. The plot shall be surrounded by well designed compound wall, Watchman cabins and entrance gate/(s).
21. The Campus name Board of required size, as approved by SMC/SSCDL shall be fixed in letters of S.S 304 (powder coated) as approved by SMC/SSCDL/PMC/Consultant.
22. For electric meter connection charges for all Room or offices & common meter paid by the contractor in the name of SMC/SSCDL. Original receipt shall be submitted to SMC/SSCDL and it shall be reimbursed by SMC/SSCDL to contractor.

The minimum charges for each electric meter of individual D.U & common amenities levied by electric supply company (after installation of meters) shall be borne by contractor.

The minimum charges shall be paid maximum upto 6 months from the date of inaugural function or upto handing over of the SMC/SSCDL by the contractor.
23. All licences for Lifts / D.G. sets, Highrise electrification permission and other activities (if any) shall be taken by the contractor at his own expenses. The liaisoning shall be done by contractor.
24. Electric meter should be installed/fitted with as per instruction of SMC/SSCDL and should be covered in aluminium or wooden cabinet (with glass). The Meter area shall be protected by M.S.Grill with door as per instruction of EIC.



25. The Contractor shall apply for PNG (Piped Natural Gas) connections. The deposit and initial charges (if any) shall be paid by contractor in name of Surat Municipal corporation .The original receipt submitted to SMC/SSCDL and it shall be reimbursed by SMC/SSCDL to contractor.
26. All water proofing of toilets and terraces shall be ensured on stamp paper for 10 (Ten) years guarantee against any leakages as per annexure.
27. Contractor shall handover the tube wells / borewell constructed for construction purpose to SMC/SSCDL along with all pipes/pumps
28. execution of all services like water supply, rain water harvesting system, Gas line network,sewerage, drainage system, roads, paths,electrifications and all connected sub structures and superstructures within the premises, as per norms of the SMC/SSCDL or Concern Authority including making connections with the peripheral services under gide line of from the SMC/SSCDL/PMC/Consultant.
29. Refuse area will be constructed in the plot as instructed by SMC/SSCDL/PMC/Consultant.
30. Infrastructure outside the plot shall be provided by SMC/SSCDL.
31. The cost of deficiency charges and rectifications of any defect at the end of the job is also to be borne by the contractor.
32. Cost of all materials, manpower, equipments, T&P ,fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion and maintenance of works shall be in the scope of contractor.Fees /charges for all experts/agencies shall be borne by contractor (i.e MEP services,consultancy services etc)
33. Any change, modification,revision etc. directed by SMC/SSCDL, proof consultants etc. in accordance with applicable standards and tender document will have to be done at contractor's cost and nothing extra shall be payable. Any change, modification,revision etc. shall be got first approval by SMC/SSCDL before execution.
34. Setting of testing lab. at site, fully equipped with equipments/apparatus needed for testing as specified by the R & B /SMC/SSCDL norms,during construction the necessary laboratory equipments shall be provided by the contractor. 70% of the material shall be tested on site and 30% shall be tested in govt. approved lab.
35. Defect liability period would be uniformly **Two (02) years** from the date of completion of the project(from the date of inaugural function) in all respect & fit for occupation. However, maintenance of other building activities, such as cleaning, sweeping of pocket &desilting of sewer lines, S.W. Drain shall be done only once prior to handing over the respective pocket. All RCC structural components, under ground and over head water tanks & all kind of waterproofing shall be covered in defect liability. The decision of SMC/SSCDL in respect of magnitude of defects and scope of liability including rectification thereof shall be final and binding.
36. The bidder shall provide at its own cost



- (1) Operation & Maintenance (with parts) of lifts upto 2 (two) years, from the date of inaugural function, including cost of providing lift operator [round the clock for each of the shifts of 8 hours].
- (2) Maintenance of all the pumps-equipments,electric -fire panels (if any),Organic waste converter& D.G. Sets. for 2 (two) years from the date of inaugural function (with parts).
37. All type of co-ordination and liasioning with all agencies related to the entire project shall be carry out by the Bidder/contractor.
38. The scope of work includes all safety provisions required to be maintained at site. Any mishap or accident occurred at site shall be the responsibility of the contractor. All legal problems arise out of such accident shall be the responsibility of the contractor.
39. All the related/allied/miscellaneous activities shall be carry out by the contractor ,for which no extra payment shall be payable to contractor.
40. **Landscaping:**
Execution of landscaping plan including parks, plantation following:
41. **The development of park: -**
Water hydrants, grassing creeper, planting trees, lawns etc.complete as per SMC/SSCDL (garden department) norms as per specification and drawingapproved by the competent authority of SMC/SSCDL.
42. Complete leveling/ dressing including filling of earth, its supply, disposal of surplus earth, (if any) to the approved disposal point or at the place within the radius of 5.00 kms (including necessary loading, unloading & carting required thereof) as directed by SMC/SSCDL
43. Disposal of Storm water by surface runoff/storm water drainage shall be done.
44. The disposal of construction and demolition waste shall be responsibility of contractor,but if required by SMC/SSCDL disposal of same Construction& Demolition waste to the approved disposal point or at the place within the radius of 5.00 kms (including necessary loading,unloading & carting required thereof) as directed by engineer in charge should be done.
45. No extra payment for disposal shall be paid.
46. The RCC coping at window sill level and at lintel level shall have to be executed during execution work at all perifary.
47. Chickenmesh at junction of RCC & Block masonry work before the internal as well as external plaster work shall have to be executed.
48. All O.T.S. & O.T.S Passages-Ducts should be covered by the structural steel frame work with polycarbonate sheet to prevent the entry of rainwater in that area. All D.G. Set should be covered by structural steel frame work and roofing as approved by EIC.
49. Following minimum Plumbing Points are to considered for the each individual unit.
 - (1) Bath ,W.C, Wash ,Kitchen -One point each
 - (2) Wash basin - One Pillar cock, Stop cock & waste trap
 - (3) W.C -Flush cock
50. The street light network shall be laid with LED lights & octagonal poles, in such a way that all roads marginal space is fully illuminated as approved by SMC/SSCDL /GDCR.
51. The Scope of work also includes " TRANSFER OF NAME " for various SERVICES/CERTIFICATE / LICENCE /NOC/ PERMISSION related to Electrical works.
Following SERVICES/CERTIFICATE /LICENCE /NOC /PERMISSION shall be covered for " TRANSFER OF NAME " activity.



- (i) For standby power supply (DG Set Permission)
- (ii) For Fire safety equipments (Fire NOC)
- (iii) Licence to operate Passenger LIFT (LIFT Licence)
- (iv) Electric Supply company's BILL (Flat & Common Amenities)

Initially contractor shall get all above SERVICES/CERTIFICATE /LICENCE /NOC /PERMISSION in the name of "Chairman, Surat Smart City Development Limited".

Necessary fees shall be initially paid by contractor which shall be reimbursed on submission of original payment receipt.

52. If Necessary Box type M S Grill shall be provided by the contractor on each window ,which should be projected minimum 23 cm out side from the face of building & the M.S. Grill shall be provided at wash balcony with openable arrangement as directed by the E.I.C.The Unit weight shall be minimum 25.00 kg/smt.
53. The scope of work includes publication of board stating details of project as per instruction of EIC towards main road.
54. All required Margin shall be kept as per site condition.
55. No light / ventilation in all rooms from OTS allowed except toilet.
56. New Item done at site as per requirements if necessary shall be paid as per S.O.R. 2015-16 Rates + Tender premium.
57. If any item taken in tender but not executed at site as per site condition shall be considered as cancel and no payment shall be paid for the unexecuted items.
58. Minimum cement content for different grades of Concrete shall be as mentioned below.

Grade	-	kg/m ³
M:10	-	200.00
M:15	-	250.00
M:20	-	325.00
M:25	-	380.00
M:30	-	410.00
M:35	-	440.00

59. Project name on Entry gate shall be mentioned and made of S.S. 304 with white matt powder coating.

B. Approved / Expected Brands :-

Sr.No.	Item	Recommended/Suggested Brands
1.	Cement	Ambuja, Ultratech, Sanghi, Hathi, Siddhi, J.K. Laxmi - O.P.C. 53 grade as Per Architects Suggestions and approval of SMC/SSCDL.
2	White Cement	J.K. White, Birla White, Nihon White as Per Architects Suggestions and approval of SMC/SSCDL.
3.	Steel	TMT Bars Fe-500 conforming to IS-1786:1985(reaffirmed 2004) TATA, SAIL, RINL, Electrotherm, National, JSW. [Only TMT Steel



		shall be used] as Per Architects Suggestions and approval of SMC/SSCDL.
4	Structural Steel	SAIL,TISCO, ISCO, Vizag, Asian ,confirming to relevant IS code as Per Architects Suggestions and approval of SMC/SSCDL.
5.	(A) Vitrified tiles	Bell Ceramics, Somani, Kajaria, Nitco, Cera, Johnson,Asian, Euro, Restiles, Granamite, Swastik as Per Architects Suggestions and approval of SMC/SSCDL.
6	(A) 100% Vitrified tiles, (B) anti-skidd (MATT OR SARTIN)	Restile, Asian,Qtone,Sunheart,Tocco,Asian as Per Architects Suggestions and approval of SMC/SSCDL.
7	100 % Vitrified Parking tiles	Restile, Asian,Qtone,Sunheart,Tocco,Asian as Per Architects Suggestions and approval of SMC/SSCDL.
8	Glazed tiles	Restile, Asian,Qtone,Sunheart,Tocco,Asian as Per Architects Suggestions and approval of SMC/SSCDL.
9	Wash Basin,Wc,Mixture,Bib Tap,Flush Cock	Parryware, Hindware,jaguar,kohler CERA as Per Architects Suggestions and approval of SMC/SSCDL.
10.	(A)PVC water supply pipes (SCH-80)	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
	(B) PVC pipe(SCH-40) as rain water spout	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
11	M.S. Tubes	TATA, Zenith, Asian, Jindal as Per Architects Suggestions and approval of SMC/SSCDL.
12.	(A) PVC Drainage lines pipes (U-p.v.c. pipe (SWR) confirming to IS no. 13592 (Type "B")	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
	(B) PVC Rain water pipes (U-p.v.c. pipe (SWR) confirming to IS no. 13592 (Type "A")	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
	P.V.C. pipes (6 Kg f/cm 2)	Prince/Supreme/Astral as Per Architects Suggestions and approval of SMC/SSCDL.
13.	Lift / elevators	Kone, Schindler, OTIS, Mitshubishi, Thyruksun Krupp as Per



		Architects Suggestions and approval of SMC/SSCDL.
14.	Aluminium sections	Hindal, Jindal, Banco, Hindalco, as Per Architects Suggestions and approval of SMC/SSCDL.
15	All Aluminium Hardware, Fittings	Everite, Garnish, Arches, Kausal, Nulite Alif, Shalimar(Bombay) Singla, Opel, Bolt, Arhish as Per Architects Suggestions and approval of SMC/SSCDL.
16	Glass/Float	Saint Gobain, Modi, Hindustan Pilkington, Hindustan ,Tata , Asahi, Triveni, Shree Vallabh as Per Architects Suggestions and approval of SMC/SSCDL.
17.	Kitchen sinks	Nirali, Diamond, Cobra, Jayna as Per Architects Suggestions and approval of SMC/SSCDL.
18.	C.P brass screw down Bib tap / pillar cock / stop cock conform to I.S. 781-1977- (Wt. 400 gm.)	Crown, Prince, Jaquar , ESSCO, Plumber, Cera, Hindware or equivalent as Per Architects Suggestions and approval of SMC/SSCDL.
19.	Electric Items	
	(i) Wires	R.R. Kable, Finolex, Polycab, Havells, Anchor
	(ii) Switches and Aecessories	Havells, Anchor-Roma, Legrand, C&S
	(iii) Cable	Finolex, Torrent, Havells, KEI
	(iv) ARMOURED CABLES	Finolex,Torrent,Havells,KEI,RR Kable,
	(v) MCB/ELCB/RCCB/ Distribution Board/Change over switch/SFU/SDF/ Motor Starter	Siemens/ L&T /Havells / Legrand/ C&S/ Schneider
	(vi) Pump Set	Kirlosker, Crompton,Lubi , Grundfoss
	(vii) Luminaries	Philips, Havells ,Schredder, Crompton, Bajaj
	(viii) RIGID pipes & Accessories-for concealed wiring	Finolex,Precision,Polycab



	(ix) Liquid Level Controller (x) Earthing /Lightning Arrestor (xi) LED Aviation Light (xii) Street light pole (octagonal) (xiii) DWC pipe	GELCO, Electro Power, C&S, BCH, Siemens E-Link, Ashlok, Green Wire Alpha-Lite, Avaid's Technovators Pvt Ltd. Bajaj,Transrail,Valmont Rex,Gemini,Duraline
20.	Fire fighting equipments	
	(i) GI Pipes/Fittings (ii) Cast iron butterfly valves (iii) Gun metal valves (iv) Hydrant valves & accessories (v) Hose Reel (vi) Pressure Guage (vii) Fire Pumps (viii) Fire Extinguishers (ix) Forged Fittings	Jindal / Tata/Asian / Surya Audco/IVC/Kirloskar/Fouress Audco/IVC/Kirloskar/Fouress Newage /Aaag /Essel /Swati / Atasee Newage / Minimax /Essel / Atasee Fiebig / Pricol / Bells Control Kirloskar / Crompton / KSB Safex / Minimax/Kenex / Atasee VS/JK/True forge/DRP
	(x) Wrapping & Coating tape (xi) Epoxy Paint (xii) Hose pipes (xiii) Flow Switch (a) Anticorrosive Material	IWL/Coatek/Rustech Asian/ICI/Jenson & Nicholson Newage /CRC/Essel/ Atasee System Sensor,Potter,Honeywell,Rapid control I W L / Rustech/Euroclamp, Gripple,Chilly



21.	Door shutters	As per approval of Engg-in-charge and shall be fitted after testing and approval. and Architects Suggestions and approval of SMC/SSCDL.
22	(A) Flush Doors(confirming to I.S.1003 Part-I 1991)	'Sitapur plywood', 'Mysoboard', Sudarshan W & PIndustries, Bajwa, Baroda, Goyal, industrial corp,Wood craft, Jain wood industries, Alpro, Genda-Northen Doors, Greenply, Kitply, Bhutan or equivalent as approved by EIC
	(B) PVC Doors (PVC material confirming to IS 10151-1982)	Sintex,Rajeshri,KAKA or as Per Architects Suggestions and approval of SMC/SSCDL.
23.	Door Frames	
	Teak Wood	Bulsar/ C.P Teak (Second Class specified), as Per Architects Suggestions and approval of SMC/SSCDL.
	Sal Wood	Sal wood [Indian or Imported] First class, as Per Architects Suggestions and approval of SMC/SSCDL.
24.	Door Fittings / Hinges	As per approval of Engg-in-charge and shall be fitted after testing and approval.
25	Plywood Products Commercial Block Board Commercial Ply Teak Ply	Greenply,Kitply/Century, Anchor, Duro, Green Ply, Western India plywood(WIP), Mysore marine, as Per Architects Suggestions and approval of SMC/SSCDL.
26	Laminates / Decorative laminates	Decolam, Greenlam Merinolam Formica, National laminate, Decolite, Delta, as Per Architects Suggestions and approval of SMC/SSCDL.
27	Pre laminated board	Bhutan, Eco board, Bakelite Hylem Nepalboard, Green board , as Per Architects Suggestions and approval of SMC/SSCDL.
28	Impregnated Fibre Board	Shalitek by Shalimar Tar Product, as Per Architects Suggestions and approval of SMC/SSCDL.
29.	Exterior colour (weather shield max)	ICI/Dulux, Asian Paint Ultima as Per Architects Suggestions and approval of SMC/SSCDL.
30	Synthetic Enamel Paints /Oil bound distemper satin finish	ICI/Dulux, Johnson &Nicholson, Asian Paint, Dulux as Per Architects Suggestions and approval of SMC/SSCDL.
31	Putty	J.K. white, Birla white as Per Architects Suggestions and approval of SMC/SSCDL.
32.	Paver Blocks	Regency, Gurjari, Vyara, PEEDEE, Jagruti – Surator as approved by EIC/consultant as Per Architects Suggestions and approval of SMC/SSCDL.
33.	D.G. Sets	Engine: Cummins, Greaves, Kirloskar, Caterpillar Alternator: Crompton, KEC, Stamphord, as Per Architects Suggestions



		and approval of SMC/SSCDL.
34.	Brunt Clay Building Bricks	JAY JALARAM BRICKS COMPANY, NAVNIT, APC as Per Architects Suggestions and approval of SMC/SSCDL.
35	Chemical mortar/AAC block jointer	Iolite cube bond, Fairmate, Lion joint mortar,MAP block set and Unifix or as approved by EIC
36.	Water Proofing Compound	'CICO' , Fosroc, GE silicon Pidilite, MC-Bauchmie, Roff,Perma as Per Architects Suggestions and approval of SMC/SSCDL.
37.	Polycarbonate Sheets	Lexan, GE or as Per Architects Suggestions and approval of SMC/SSCDL.
38.	Construction Chemicals	Fosroc, MC-Bauchmie, Pidilite, Roff,Perma as Per Architects Suggestions and approval of SMC/SSCDL.
39.	Drainageline network	NP 3 class RCC Pipes as Per Architects Suggestions and approval of SMC/SSCDL.
40.	Water supply network	D.I.Pipes as Per Architects Suggestions and approval of SMC/SSCDL.
41	Anti-Termite Treatment	Thyodin by Hoechst, Lyntric by Bayer India, Durmetby Cynamid India, Nocil Pyramid,Item sycour as Per Architects Suggestions and approval of SMC/SSCDL.
42	Polycarbonate Sheets	Lexan, GE or as Per Architects Suggestions and approval of SMC/SSCDL.
43	Polyester Fibre	Recron 3S or as Per Architects Suggestions and approval of SMC/SSCDL.
44	Welding Rod	Advani, Philips, Sunarc, Eshab as Per Architects Suggestions and approval of SMC/SSCDL.
45	Cast Iron Pipes and Fittings (LA Class)	TISCO / ISCO/ KESHO SPUN Co. - Calcutta E.L.C. Standard approved manufacturers of any other brand of fittings having ISI marking.) as Per Architects Suggestions and approval of SMC/SSCDL.
46	R.C.C. Pipes conform to I.S. 458-1971	Indian Hume Pipe Co., Alcock Cement Products, Patel Spun(Surat) as Per Architects Suggestions and approval of SMC/SSCDL.
47	G.I. Pipes conform to I.S. 1239-1968	Jindal, Tata, Bharat SteelTube, Bombay, Zenith, G.S.T.Unik.("C" Class) as Per Architects Suggestions and approval of SMC/SSCDL.
48	G.I. Fittings	"R " Mark, Unik. as Per Architects Suggestions and approval of SMC/SSCDL.
49	Gun Metal Valves (Heavy)	Leader Engineering Works, Jalandhar, Crown / prince – Surat Bombay Metal Co Annapurna Metal Work, Calcutta'Sant'brand, Jalandhar, L&K, Bombay metal & Alloy man. co.Bomaby, Premier,Aatco,Atlas,BR,BS,NN. as Per Architects Suggestions and approval of SMC/SSCDL.
50	Brass fittings (Heavy)	Leader Engineering Works, Calcutta L & K Mathura, Crown / Prince -Surat Annapurna Metal Works, Calcutta, Perko,Kingstone Ark, Enclss Willians, Chilly, AquvaPlus, Nova, Kingstone, Driple, Ranutrol Hansa. as Per Architects Suggestions and approval of SMC/SSCDL.
51	C.P. Fittings (Heavy)	Ego Metal Works, Ballabgharh,; GEM, New Delhi; SomaCalcutta; Bilmet, Bombay 'ESSCO', Delhi. Rajka Metal Works, Delhi Eng. Co. Metal Works, Calcutta Everite, NU-Lite



		NavbhartShalimar Crown, Prince as Per Architects Suggestions and approval of SMC/SSCDL.
52	W.C. Pan / Washbasin / Urinals /Anglow Indian W.C. Pan	Parryware, Jaquar, CERA,Kohler. as Per Architects Suggestions and approval of SMC/SSCDL.
53	Stainless SteelSinks	Nirali, Diamond, Cobra, Jayna as Per Architects Suggestions and approval of SMC/SSCDL.
54	Mirrors	Atul Glass Works , Haryana Sheet Glass Vallabh Glass Works, Modi Float glass, Asahi, Saint Gobin as Per Architects Suggestions and approval of SMC/SSCDL.
55	Plumbing /Sanitary Fixtures /Accessories	Jaquar continental , CERA, Hindustan Sanitaryware / Parryco India.Hindware, Lauvet, Kohlar, Rak, Jaquar as Per Architects Suggestions and approval of SMC/SSCDL.
56	C.I. Sluice valve,Check valves	Kirloskar, IVC, Burn, William Jacks, Indian Valve(IVC) as Per Architects Suggestions and approval of SMC/SSCDL.
57	UPVC Borewell Column pipe	Astral, Supreme, Prince, Ashirvad Pipes, Duke, kisan, Precision as Per Architects Suggestions and approval of SMC/SSCDL..
58	Fibre reinforcedR.C.C. ManholeCover	Pratibha, CIDCO, as Per Architects Suggestions and approval of SMC/SSCDL.
59	C.I. Manholecover with frame	ISI approved make
60	P.V.C. Pipes & Fittings	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
61	P.V.C. / H.D.P.EWater Tanks	Sintex or equivalent as approved as Per Architects Suggestions and approval of SMC/SSCDL.
62	Ball Cock	GPA Brand by Govardhan Das Jullunder, L & K Brand by L. K. Industries Mathura, Sant Brand by Sant Press Metal Works Jullundhar as Per Architects Suggestions and approval of SMC/SSCDL.
63	UPVC Pipes (Solvent WeldedJoints)	Astral, Supreme, Prince, Jain as Per Architects Suggestions and approval of SMC/SSCDL.
64	C.P.V.C. Pipes & Fittings	Astral, Supreme, Prince as Per Architects Suggestions and approval of SMC/SSCDL.
65	Water meter	Kapstan Bombay, Voltas Kent, Calcutta or equivalent as approved bySMC
66	SWR pipe	Astral, Supreme, Prince, Finolex as Per Architects Suggestions and approval of SMC/SSCDL.
67	P.V.C. non-return full way wheel valve	Prince/Supreme/Jain/Astral as Per Architects Suggestions and approval of SMC/SSCDL.
68	C.P.brass half turn flush cock	crown, prince, Jaquar, Plumber or equivalent and as Per Architects Suggestions and approval of SMC/SSCDL.
69	12mm thick toughend glass	HNGIL,AIS,Swiss Glascoat Equipment LTD. as Per Architects Suggestions and approval of SMC/SSCDL.



Notes:

The following guidelines are to be noted with regard to use of materials in the work:

- a)** The contractor shall produce samples of the materials for approval of the EIC / Consultant. The materials of the makes, out of the above as approved by the EIC / Consultant shall be used on the work.
- b)** In respect of materials for which approved makes are not specified above, the make/brand will be decided by the EIC / Consultant.
- c)** Before bulk purchase of quantities of materials, it is the responsibility of the Contractor to get the samples of materials approved from consultant and EIC / Consultant.
- d)** All cost towards the testing shall be borne by the contractor.
- e)** For all the material of approved brands necessary testing as per IS standards shall be done by the agency and no extra payment shall be paid for that.



C. MINIMUM REQUIREMENT OF TECHNICAL REPRESENTATIVE(S)

SR No.	Designation	Min Qualification	Discipline	Min. Experience	No s	Remarks
1	Project Manager	B.E(Civil)	Civil Engg (Bldg Construction)	10 Year Exp.	1	Should have 10 years experience of Building construction
2	Senior Site Engineer	B.E(Civil)	CivilEngineering (Bldg Construction)	5 Years	1	Should have worked as site engineer atleast 2 similar type of projects
3	Junior Site Engineer	Diploma (Civil)	Civil Engineering (Bldg Construction)	0 to 2 Years	2	Should have experience of Building construction
4	Plant Engineer	B.E. Mech. / DME		2 to 3 Years	1	Should have experience of RMC Plant
5	Junior Electrical Engineer (As & when required)	B.E / DCE (Electrical)	Electrical Engineering	2 to 3 Years	1	Should have experience for similar type of residential work
6	Material &Quality Control Engineer	D.C.E	-	1 to 2 Years	1	Should have worked as Material & Quality Control engineer
7	Non technical supervisor	Min 12 th Pass	Experienced person (Bldg Construction)	2 to 5 Years	2	Nos of persons may vary as per the requirement on site

* no. of persons will depend on the size of the project and as per instruction of Executive Engineer.

Note: Assistant Engineer(s) retired from Govt. services that are holding diploma will be treated at par with Graduate Engineer.

F. General :-

- (1) All electrification work shall be executed through SMC/R & B license electrical contractor.
- (2) All plumbing and sanitation work shall be executed by SMC/R & B license plumber.
- (3) All water proofing work shall be executed by experienced agency.
- (4) PMC / TPI may be appointed for monitoring of quality of the work by SMC/SSCDL.



ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

3.1 Obligations of the Contractor

- 3.1.1 Subject to and on the Terms, Conditions. Provisions and Representation of this Agreement, the Contractor shall undertake the survey, investigation, procurement, construction, and maintenance of the Work and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.
- 3.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 3.1.3 The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 3.1.4 The Contractor shall remedy any and all loss or damage to work from the commencement until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the SMC/SSCDL.
- 3.1.5 The Contractor shall remedy any and all loss or damage to work during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shall have arise out of the reasons specified in contract.
- 3.1.6 The Contractor shall remedy any and all loss or damage to work during the Maintenance Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the SMC/SSCDL or on account of a Force Majeure Event.
- 3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: -
Ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice; Keep, on the Site, a copy of this Agreement, publications named in this Agreement, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The SMC/SSCDL's Engineer and its authorised personnel shall have the right of access to all these documents at all reasonable times; Cooperate with other contractors employed by the SMC/SSCDL and personnel of any public SMC/SSCDL; and Not interfere unnecessarily or improperly with the convenience of the public, or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the SMC/SSCDL or of others.
- 3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange, direct, manage, inspect and test work.
- 3.1.9 The Contractor shall maintain all records as per Instructions of Engineer in Charge.

3.2 Obligations relating to sub-contracts and any other agreements

- 3.2.1 The Contractor shall not sub contract any part or portion of the actual construction to any sub contractor without prior permission of the SMC/SSCDL which shall ordinarily not withhold any reasonable request thereof if the same is found in opinion of SMC/SSCDL to be in interest of the work.
- 3.2.2. In event any sub contract is approved by SMC/SSCDL the entire responsibility and liability as



contained in the original contract shall continue to remain unaltered and diluted and the contractor shall be completely and fully responsible to SMC/SSCDL as is SMC/SSCDL is having no privity of contract with the sub contractor.

- 3.2.3 It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the agreements with its Sub-contractors or any other agreement that may be entered into by the Contractor, and no default under any such agreement shall excuse the Contractor from its obligations or liability hereunder.

3.3 Contractor's personnel

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

3.4 Contractor's care of work

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

3.5 Electricity, water and other services

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



ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the SMC/SSCDL that:

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



omits or will omit to state a material fact necessary to makesuch representation or warranty not misleading;

- (k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the SMC/SSCDL in connection therewith;
- (l) all information provided by the {selected bidder/ members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and
- (m) nothing contained in this Agreement shall create any contractual relationship or obligation between the SMC/SSCDL and any Sub-contractors, designers, consultants or agents of the Contractor.



ARTICLE 5 PERFORMANCE SECURITY AND RETENTION MONEY

5.1 Performance Security

5.1.1 The Contractor shall for the performance of obligations hereunder during the Construction Period shall provide to SMC/SSCDL, within 15 (Fifteen) days from issuance of work order, an irrevocable and unconditional guarantee for an amount equal to 5% (five percent) of the Contract Price from a listed bank in the form set forth in Schedule attached (the "Performance Security"). The such Performance Security deposit shall be valid until 60 (sixty) days after the payment of final bill. Till such Performance Security is obtained from SMC/SSCDL, the EMD will not be released and the said amount of EMD may be forfeited if performance security is not deposited within **15 days** from the date of work order. In addition, SMC/SSCDL shall deduct an amount of 5 % of the amount due from each R.A. Bill as submitted by the Contractor.

On completion of work to the satisfaction of SMC/SSCDL, 5% of the performance security, out of the aforesaid 10% shall be released while, the balance 5% shall be retained by SMC/SSCDL toward performance of obligations pertaining to defect liability. For release of this balance 5% of performance security, a condition precedent and mandatory. The balance 5% of performance security shall be released as per the clause 5.3. It is further agreed that the contractor is obliged to have the Bank Guarantee /Guarantees revalidated at least 30 days prior to the date of the expiry discharged by the SMC/SSCDL. For such revalidation SMC/SSCDL shall have no obligation to remind the contractor to do so.

5.1.2 In addition as and when directed additional performance security as indicated Section V clause 27.1 also will be required to be deposited in event of SMC/SSCDL demanding the same because it finds the offer unbalanced.

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

5.1.4 Delay Penalty - 0.065 % per day.

5.2 Extension of Performance Security

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



5.3 Release of Performance Security

Initial performance guarantee will be released as below

- After completion of project

with in 60 days from the date of the final bill payment - 5 %

Remaining performance guarantee - 5% will be released after completion of defect liability period

provided that there is no defect detected or rectified /complied as per the direction given by E.I.C ,within the said periods.

However, after the total completion of work & after payment of final bill, the contractor may convert the same to FDR of any Nationalized Bank at Surat in favour of Chairman, Surat Smart City Development Limited, Surat, for 3 years. Provided the contractor shall have to pay additional stamp duty of Rs. 4.25% of F.D.R.

The SMC/SSCDL shall return the 5% Performance Security as per above break up to the Contractor within 60 (sixty) days of the date of the expiry of the Maintenance Period or the Defects Liability Period under this Agreement. Notwithstanding the aforesaid, the Parties agree that the SMC/SSCDL shall not be obliged to release the Performance Security until all Defects identified during the Defects Liability Period have been rectified. SMC/SSCDL shall have no liability in event of any delay caused in release/ return of the performance security on any ground what so ever.

5.4 Retention Money

- 5.4.1 From every payment for Works due to the Contractor in accordance with the provisions, the SMC/SSCDL shall deduct 7% (seven per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period.
- 5.4.2 Upon occurrence of a Contractor's Default, the SMC/SSCDL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.
- 5.4.3 The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee valid for 2 years and to be extended from time to time as per direction of SMC/SSCDL substantially in the form provided , require the SMC/SSCDL to refund the Retention Money deducted by the SMC/SSCDL under the provisions. The refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.
- 5.4.4 The Retention money will released with payment of Final Bill.



ARTICLE 6 RIGHT OF WAY

6.1 The Site

The site of the Work (the "Site") shall comprise the site described in contract in respect of which the Right of Way shall be provided by the SMC/SSCDL to the Contractor. The SMC/SSCDL shall be responsible for:

acquiring and providing Right of Way on the Site in accordance with the alignment finalised by the SMC/SSCDL, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and

6.2 Special/temporary Right of Way

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

6.3 Access to the Employer and his Engineer

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

6.3.2 The Contractor shall ensure, subject to all relevant safety procedures, that the SMC/SSCDL has unrestricted access to the Site during any emergency situation, as decided by the SMC/SSCDL's Engineer.

6.4 Geological and archaeological finds

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



ARTICLE 7

UTILITIES AND TREES

7.1 Existing utilities and roads

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

7.2 Shifting of obstructing utilities

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

7.3 New utilities

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

7.4 Felling of trees

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



ARTICLE 8

CONSTRUCTION OF THE WORK

8.0 Construction of the Work

8.0.1 The Contractor shall construct the works as specified, and in conformity with the Specifications and Standards set forth in the contract. The Contractor shall be responsible for the correct positioning of all parts of work, and shall rectify any error in the positions, levels, dimensions or alignment of work. and the Contractor agrees and undertakes that the construction shall be completed on or before the scheduled Completion Date, including any extension thereof.

8.0.2 The total price of the works shall be the price as indicated in the offer acceptance letter unless the same is modified or changed by SMC/SSCDL in view of any modification or change brought about after final approval of drawing, design and scheme of the work.

8.1 Construction Programme

The contractor shall submit a detailed programme within 15 days after receiving the letter of acceptance. Whenever necessary contractor shall also submit a revised programme indicating how he plans to catch up with the slippages. Each programme shall include the order in which he intends to carry out the work including the anticipated timing of each stage of procurement, deployment of resources and quantities involved. The programme will be projected as Bar Chart / CPM – Net work presentation. Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. The programme should include deployment of financial resources commensurate with the work planned each month. If at any time actual progress is too slow to achieve target programme and/or progress has fallen behind the current programme then the engineer may instruct the contractor to submit revised programme with plan to mitigate time.

8.4 Extension of time for completion

8.4.1 The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified separately. However it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustments shall be made by SMC/SSCDL for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the SMC/SSCDL.

8.4.2 If contractor considered himself to be entitled to an extension of time for completion, the contractor shall give engineer a notice within 7 days from the cause justifying such extension indicating the period justified. The engineer of SMC/SSCDL shall evaluate the Time Impact and make an adjustment in time for completion. Such extension, it is reiterated shall not be associated with any compensation or claim for delay being pressed by the contractor.



8.5 Liquidated Damage/Delay Damages

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



ARTICLE 9

QUALITY ASSURANCE, MONITORING AND SUPERVISION

9.1 Quality of Materials and workmanship

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

9.2 Quality control system

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

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

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

(c) Internal quality audit system.

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

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

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

9.3. Methodology

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

9.4. Inspection and technical audit by the SMC/SSCDL

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

9.5 External technical audit

9.5.1 At any time during construction, the SMC/SSCDL may appoint an external technical auditor to conduct an audit of the quality of work. The findings of the audit, to the extent accepted by the SMC/SSCDL, shall be notified to the Contractor and the SMC/SSCDL's Engineer for taking remedial action in accordance with this Agreement. The Contractor shall provide all assistance as may be required by



the auditor in the conduct of its audit thereunder. Notwithstanding anything contained in the contract, the external technical audit shall not affect any obligations of the Contractor or the SMC/SSCDL's Engineer under this Agreement.

9.6 Inspection of construction records

9.6.1 The SMC/SSCDL shall have the right to inspect the records of the Contractor relating to work.

9.7 Monthly progress reports

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

9.8 Inspection

9.8.1 The SMC/SSCDL's Engineer and its authorised representative shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in work; and
- (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

9.8.2 The Contractor shall give the SMC/SSCDL's Engineer and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

9.8.3 The Contractor shall submit a monthly inspection report (the "Inspection Report") to the SMC/SSCDL and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Contractor shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

9.9 Samples

9.9.1 The Contractor shall submit the following samples of Materials and relevant information to the SMC/SSCDL's Engineer for pre-construction review:

- (a) manufacturer's test reports and standard samples of manufactured Materials; and
- (b) samples of such other Materials as the SMC/SSCDL's Engineer may require.

9.10 Tests

9.10.1 For determining that work conform to the Specifications and Standards, the SMC/SSCDL's Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance.

9.10.2 In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the SMC/SSCDL's Engineer in this behalf. The SMC/SSCDL's Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.



9.10.3 All expenditure including travel, lodging boarding of SMC/SSCDL Engineers and/or its representatives shall be borne by the contractor.

Testing of materials:

When required by the Engineer-in-charge the contractor(s) shall supply for the purpose of testing samples of all materials proposed to be used in the works. Samples submitted either to govern bulk supplies or required for testing before use shall be in suitable packages to contain them and shall be provided free of charge by the contractor. The cost of testing shall be borne by the contractor even if the result of the sample confirm or do not confirm to the relevant BIS code and specifications.

(i) 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.

(ii) All expenditure required to be incurred for taking the samples conveyance, packing shall be borne by the contractor himself.

(iii) The failed material shall be removed from the site by the contractor at his own cost within a week time of written order of the Engineer-in-charge.

9.11 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

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



STANDARD NORMS FOR QUALITY CONTROL

Sr No	Test	Frequency of tests as per I.S.	Acceptance Criteria
1	Cement		
a)	Setting time initial	50 -100 T- 2 sample	Not less than 30 minutes
	Final	100-200 T-3 sample	Not more than 600 minutes
		200-300 T-4 sample	
		300 - 500 T-5 sample	
		500- 800 T-6 sample	
		810- 1300 T-7sample	
b)	Fineness by Sieve	1 in 5 samples	90% passed from 90micron sieve
c)	Consistency	One sample (Each sample as above)	Above 30 percent
d)	Compressive strength	One sample (Each sample as above)	160 kg / cm ² for OPC & PPC on third day
			220 kg / cm ² for OPC & PPC on seventh day
			310 kg / cm ² for OPC & PPC on twenty eight day
e)	Fineness test through Specific surface	1 in 5 samples	2250 kg/Cm ² and above for OPC FOR PPC 3000 kg/Cm ²
f)	Chemical Analysis IS 4032-986	1 in 5 samples	Mgo less than 6 percent SO ₃ less than 2.75 percent less on ignition upto 5 percent
2	Sand		
a)	Silt Content	1 sample of 10 kg/150 cu. mt.	Up to 3 percent
b)	Fineness modulus	- Do-	Specification as per specified standard. No sand off fourth zone shall be used.
3	Kapachi - Grit for Bituminous work		
a)	Gradation	1/200 m ³	
b)	Flakiness index	1/200 m ³	Max 30 %
c)	Impact	1/100 m ³	Max 30 %
d)	Abrasion	1/100 m ³	Max 35 %
e)	Bit. Extraction	100 MT - 1	0.80 to 4 %
f)	Bitumin (penetration test)	100 MT - 1	
g)	Stripping value	50 -100 m ³ one test	Max. 25 %
3	Kapachi - Grit for Building work		As per IS 183-1970 standards
a)	Gradation	2 test / Season	As per relevant specifications provision
b)	Impact	2 test / Season	wearing surface overlaid surface (IS 18.5-1972) 30 % 45 %
c)	Abrasion	2 test / Season	30 % 5 %
d)	Soundness	2 test / Season	Loss with Loss with
4	Bricks		
a)	Efflorescence	20 bricks out of 2000	Moderate
		32 bricks out of	



			3500			
			50 bricks out of 50000			
b)	Water absorption		-DO-		Less than 20 Percent	
c)	Compressive strength		-DO-		Minimum average 35 Kg/cm ² & individual result mayfall below up to 20 percent	
5	Cement Concrete flooring/Mosaic tiles					
a)	Water absorption		6 tiles /2000 tiles		Maximum 10 percent	
b)	Transverse strength		12 tiles /2000 tiles		Wet Dry	
					80 Kg/cm ² 120 Kg/cm ²	
c)	Abrasion		6 tiles /2000 tiles		Average wear shall not exceed 3.5 mm	
6	Water Chemical Analysis		Once for approval source			
a)	PH		"		6 to 8	
b)	Chlorides		"		2000 mg/L (PCC) & 500 mg/L for RCC	
c)	Organic (matter)		"		200 mg/L Max.	
d)	Inorganic (matter)		"		3000 mg/L Max.	
e)	Sulphate (mg/L)		"		500 mg/L Max.	
f)	TDS		"		2000 mg/L Max.	
7	Cement Concrete cubes ordinary and controlled concrete	As per IS 456-2000		Grade designation	Specified characteristic cube compressive strength. At 28 days N/mm ²	
		work m3	No. of sample	M10	10	
		1-5 m3	1	M15	15	
		6-15 m3	2	M20	20	
		16-30 m3	3	M25	25	
		31-50 m3	4	M30	30	
		51 m3 & above	4+ one	M35	35	
		add sample for each 50 m3 part there of		M40	40	
	ordinary and controlled concrete for road bridge	suces /60m ³ each for 7 and 28 days further that everyday for first six days and once in three days there after.	Average compressive strength of each day should not be less than specified strengths subject to that 20% cubes per day (i.e.) 1 per 5 may fall below specified strength up to its 85 percent			
8	Steel					
a)	Mild steel bar	1 test /40 MT	Nominal dia of bars in mm	Ultimate tensile strength Kg/cm ²	Yield stress	Elongation (in%)
			0-20	42	26	23
			20-40	42	26	23
			over 40	42	26	23
			All size	49.5	42.5	14.5
b)	TMT bars		Fe-500 Quenched and Tempered (TMT) bars of different			



			diameters satisfying IS : 1786, with Yield stress > 500 N/mm ² , Tensile strength > 545 N/mm ² And elongation more than 12.00 %
c)	steel for general structural purpose specification IS 2062-1992		Gr.A Fe410 WS 410 N/mm ² (All size) Gr.B. Fe410 WB 410 N/mm ² (All size) Gr.C. Fe410 WC 410 N/mm ² (All size)
d)	steel wires for pre stressed concrete IS 1785 part-1 19 lab		8.0 140 Kg/mm ² 7.0 150 Kg/mm ² 5.0 160 Kg/mm ² 4.0 175 Kg./mm ² 3.0 190 Kg./mm ²
			85 % the minimum specific tensiled strength
9	Teakwood	As per LOT	
a)	Colour		
b)	Hardness		
c)	Density		
d)	Weight		
e)	Moisture cement		
f)	Porosity		
g)	Rasin		
h)	I.D. Mark		
10	All Other Material	As suggested by Consultant/EIC/ TPI as per relevant IS Code	
11	RMC Machine		All Concrete strength certificate
12	Post Tensioning		All Cable or Wire certificate as I.S.Code.

NOTE :

- (1) For Sand and Coarse aggregate two Nos. of full bag for one sample shall be supplied by agency.
- (2) For water test 5:00 liters of water shall be supplied by agency in plastic container for each sources.
- (3) Sample from the lot shall be selected by authorized representative along with representative of SMC/SSCDL or TPI.
- (4) Selected sample shall be handed over personally by representative of SMC/SSCDL or TPI in sealed condition with letter containing sample No. and sampling date.
- (5) Test report should be received by the department containing reference of department's letter, sample No. sampling date and date of testing.
- (6) Tests as may be directed by Engineer in charge as shown above shall have to be Conducted
- (7) Above mentioned all the tests of the materials and others shall be carried out for in construction of each and every different lot in External Laboratory.



LIST OF APPROVED LABORATORY

Sr.no	Name	Address
1	Gujarat Engineering Research Institute (GERI)	Katargam, Surat.
2	Unique Engineering Testing & Adviosry Service	216, road 6F, New Estate, Udhyog nagar, Udhna, Surat, Gujarat 394210
3	Bhoomi research Centre	2/1362, "Bhumi House", Sagrampura, Opp. Sub-Jail, Ring Road, Surat, 395005
4	SVNIT	Ichchhanath, Surat.

Note : During course of the execution if any other laboratory is approved by SMC/SSCDL, the contractor can send the material in that laboratory also. The frequency for testing of samples (in either of the laboratories) shall be decided by SMC/SSCDL/E.I.C.

9.11 Examination of work before covering up

In respect of the work which the SMC/SSCDL's Engineer is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the SMC/SSCDL's Engineer whenever any such work is ready and before it is covered up. The SMC/SSCDL's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay or promptly give notice to the Contractor that the SMC/SSCDL's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the SMC/SSCDL's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the SMC/SSCDL's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the SMC/SSCDL's Engineer, the Contractor shall be entitled to assume that the SMC/SSCDL's Engineer would not undertake the said inspection.

9.12 Rejection

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

9.12.2 If the SMC/SSCDL's Engineer requires the Plant, Materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the SMC/SSCDL to incur any additional costs, such cost shall be recoverable by the SMC/SSCDL from the Contractor; and may be deducted by the SMC/SSCDL from any monies due to be paid to the Contractor.



9.13 Remedial work

9.13.1 Not with standing any previous test or certification, the SMC/SSCDL's Engineer may instruct the Contractor to:

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

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

9.14 Quality control records and Documents

The Contractor shall hand over to the SMC/SSCDL's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued.

9.15 Video recording and Photography

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

9.16 Suspension of unsafe Construction Works

9.16.1 In event it comes to the notice of SMC/SSCDL any impending risk to the work or the personnel on and around the project site, the SMC/SSCDL may by notice require the Contractor to suspend forthwith the whole or any part of work if, in the reasonable opinion of the SMC/SSCDL's Engineer, such work threatens the safety of the Users and pedestrians.

9.16.2 The Contractor shall, pursuant to the notice under contract, suspend work or any part thereof for such time and in such manner as may be specified by the SMC/SSCDL and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the SMC/SSCDL's Engineer to inspect such remedial measures forthwith and make a report to the SMC/SSCDL recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the SMC/SSCDL's Engineer, the SMC/SSCDL shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the SMC/SSCDL, shall be repeated until the suspension hereunder is revoked.

9.16.3 All costs incurred for maintaining and protecting work or part thereof during the period of suspension shall be borne by the Contractor; provided that if the suspension has occurred as a



result of any breach of this Agreement by the SMC/SSCDL, the Costs shall be borne by the SMC/SSCDL. However cost for maintaining and protecting the work for first 30 days, in any event shall be borne by Contractor irrespective of SMC/SSCDL bringing about the suspension for its own convenience. The quantum of cost for maintenance and protection of the work when payable to the contractor shall be subject to approval of SMC/SSCDL engineer.

9.16.4 If suspension of Works is for reasons not attributable to the Contractor, the SMC/SSCDL's Engineer shall determine any Time Extension to which the Contractor is reasonably entitled.

9.17 Setting of site Laboratories:

The contractor shall install testing equipment at site. The contractor shall ensure and certify the calibration of the equipment so installed and shall maintain the same in working order throughout the period of construction. The contractor shall also provide necessary trained staff for carrying out such tests for using such equipment. The tests shall be carried out under the supervision of the Engineer-in-charge/TPI.

9.18 Instructions for Composite Contract:

It will be obligatory on the part of the tenderer to sign the tender documents for all the components. (The schedule of quantities, conditions and special conditions etc.).

In case of breakage of any existing service lines, it shall be immediately attended by the contractor failing which SMC/SSCDL has full liberty to get work done at the cost and risk of the contractor over and above repairing charges, penalty as decided by the Engineer in charge shall be imposed and deducted from Bill of the contractor.

9.19 Condition for Cement:

9.19.1 Cement required for the work shall be procured by the contractor.

The contractor shall procure, only Ordinary Portland Cement (conforming to IS:8112). This procurement shall be from reputed manufacturers of cement having a production capacity of one million tons per annum or more as approved by Ministry of Industry, Government of India and holding license to use IS certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name or his registered trademark, if any and grade and type of cement as well as IS marking.

9.19.2 The account of daily receipt and issue of cement shall be maintained in a register in the prescribed Form and signed daily by the contractor or his authorized agent in token of its correctness.

9.19.3 Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS Code. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge.



- 9.19.4 The contractor shall supply free of charge the cement required for testing. The cost of testing charges shall be borne by the contractor.
- 9.19.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained.
- 9.19.6 For non-scheduled items, the decision of the Deputy General Manager(Engg.)/Executive Engineer regarding theoretical quantity of cement which should have been actually used shall be final and binding on the contractor.
- 9.19.7 Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-charge.
- 9.19.8 The Contractor shall construct and provide totally watertight godown building for storage of cement. The sidewalls of godown shall have minimum 230 mm thick brick masonry walls plastered on both faces. The roof can be either of leak proof reinforced concrete slab or adequately sloped watertight galvanized / asbestos sheets. Windows / doors shall be normally kept tightly shut to prevent moisture / rain water from entering into the godown. Height of plinth shall be at least 600 mm above natural ground level and such that it permits convenient loading / unloading operations from truck. The floor of the godown shall be at least 150 mm thick densely compacted concrete slab on rubble soling with proper line, level and slope.
Wooden planks or sleepers covered with plastic sheets shall be kept on the floor and the cement bags stored on top of it. Bags shall not be stored more than 10 bags high. Bags shall be stored at least 300 mm away from the walls. Exhaust fans shall be installed on blank walls to improve ventilations. Necessary lighting and heating arrangement shall be installed on walls at suitable locations. Stacking of bags shall be such that it can be easily counted and permits movement of personnel for the purpose. The godown shall have lock with two sets of keys. One set of keys shall always remain with
the Engineer-in-charge, without whose permission addition, removal or any change in stack of bags stored shall not be allowed.

9.20 Condition for Steel:

(a) The contractor shall procure steel reinforcement of Thermo Mechanically Treated TMT/CRS Bars Fe-500 conforming to IS-1786:1985(reaffirmed 2004). The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-charge of having procured the steel reinforcement. The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge and get tested in accordance with provision of relevant specifications. In case, test results indicate that the steel arranged by the contractor does not confirm to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-charge to do so.

(b) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tons or more or as directed by the Engineer-in-charge.



(c) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

(d) For checking nominal mass tensile strength, bend test, rebound test etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below:-

Size of Bar.	For consignment below 100 tons	For consignment above 100 Tons.
Under 10mm dia bars	One sample for each 25 tons or part thereof.	One sample for each 40 tons or part thereof.
10mm to 16mm dia. Bars	One sample for each 35 tons or part thereof.	One sample for each 45 tons or part thereof.
Over 16mm dia bars	One sample for each 45 tons or part thereof.	One sample for each 50 tons or part thereof.

The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.

e) Steel brought to site and steel remaining unused shall not be removed from site without the written permission of Engineer-in-charge.

f) Every care should be taken to avoid mixing different types of grades of bars in the same structural members as main reinforcement to satisfy relevant latest IS Codes. In case of buildings wherever the situation necessitates the changeover shall be made only from any one level onwards. In case of foundation, all foundation elements (footing and grade beams) shall have the same kind of steel. In case of columns all structural elements up to the level of change where the changeover is taking place should have the same kind of steel as those in columns,

g) The reinforcing steel brought to site of work, shall be stored on brick / timber platform of 30/40cm. height. Nothing extra shall be paid on this account.

f) During the execution of work contractor should maintain BAR BENDING SCHEDULE (BBS).

WASTAGE OF CEMENT & REINFORCEMENT.

The weight of reinforcement shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of CRS bar as mentioned in IS code No.1786.

Based on standard theoretical total consumption, penalty shall be levied as below against variation for actual consumption.

CEMENT:

(a) No penalty, if actual total consumption matches with standard theoretical total consumption.



Further there will be no penalty for variation up to + (Plus) or - (Minus) 5% in actual total consumption against standard theoretical total consumption.

Rs. /- per M.T. for variation beyond - (Minus) 5% in actual total consumption against standard theoretical total consumption.

REINFORCEMENT STEEL:

No penalty if actual total consumption matches with standard theoretical total consumption.

Further there will be no penalty for variation up to - (Minus) 7.5% in actual total consumption against standard theoretical total consumption.

Rs...../- per M.T. for variation beyond – (Minus) 7.5% i.e. actual total consumption against standard theoretical total consumption

9.21 Condition for water:

- a) The contractor shall make his own arrangement for providing water for construction and drinking purpose. Contractor shall get the water tested from any approved laboratory of SMC/SSCDL as per direction of Engineer-in-Charge at regular interval. All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the contractors.
- b) The contractor shall arrange at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at SMC/SSCDL laboratory.
- c) In the event of any difference of opinion among site representatives in carrying out the item of work in accordance with the agreement the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contractor and the contractor shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground whatsoever.

9.22 WORK IMPLEMENTATION :

SERVICES FOR MANAGEMENT OF PROJECT

The Services for management of project will include planning, scheduling monitoring progress reporting, quality assurance and quality control and overall Project Management functions. Contractor shall nominate Project Manager who will be responsible for the total scope of work under this contract and shall respond to SSDCL and EIC and/or their representative.

The Contractor is expected to execute the work services under this contract on TASK FORCE concept with a dedicated team of specialists – Experienced persons, who will be responsible and respond to the Project Manager. The Task Force shall be so organized as to give effective management and control of various services to the Project Manager.



9.22.1. PROJECT PLANNING :

- a) CONTRACTOR shall provide additional resources whenever the scheduling shown on the **BAR CHART/ S Curve** indicates a possible delay in the completion date. Such additional effort may require an increase in equipment and/or personnel and / or work in excess of the normal working time. All extra costs incurred by the CONTRACTOR in order to prevent a possible delay in the completion date will be to CONTRACTOR's account.
- b) CONTRACTOR shall notify the E.I.C. within 24 hours after any occurrence which will adversely affect the completion date of the project. In addition, the Contractor shall include statement of proposed remedial action for expediting these items.
- c) While preparing network diagrams, monsoon period from June mid to September mid shall be kept in view. Internal roads, drains and other civil works should be planned such that rains do not have impact on the progress of the Work.
- d) BAR CHART should be supported by resource based network for proper planning, monitoring, and control of the project execution, keeping the overall schedule unchanged.
- e) A joint programme of execution of WORK will be prepared by the Engineer-in-Charge and CONTRACTOR which will take into account the Time Schedule of completion.
- f) Monthly / weekly construction programme will be drawn up by Engineer-in-Charge/CONSULTANT jointly with the CONTRACTOR based on availability of work fronts. The CONTRACTOR shall scrupulously adhere to these Targets / programme by deploying adequate personnel and construction tools and tackles and he shall also supply all materials included his scope of supply in time to achieve the targets set out in the weekly and monthly programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes/targets and the degree of achievements, the decision of the Engineer-in-Charge / CONSULTANT shall be final and binding on the CONTRACTOR.

9.22.2 PROGRESS REPORTS DURING CONSTRUCTION

- a) CONTRACTOR shall make every effort to keep the Dept. adequately informed as to the progress of the WORK throughout the Contract period.
- b) CONTRACTOR shall keep the Dept. informed well in advance of the construction schedule so as to permit the Dept. to arrange for requisite inspection to be carried out in such a manner as to minimize interference with the progress of WORK. It is imperative that close co-ordination be maintained with the E.I.C. / Dept. during all phases of Work.



- c) Contractor shall give every day report on category-wise labour & equipment deployed alongwith the progress of work done on previous day in the proforma prescribed by EIC.
- d) All important events shall be photographed by the contractor and to be submitted to Dept. for records.

9.22.3 PROGRESS MEASUREMENT METHODOLOGY:

The contractor is required to submit within **Two Weeks** of award of work, the methodology of progress measurement of sub ordering, manufacturing / delivery, sub-contracting and the basis of computation of overall service / physical progress achieved. The Owner reserves the right to modify the same in part or in full.

9.22.4 FUNCTIONAL SCHEDULES :

The contractor shall prepare detailed functional schedules in line with Bar-Diagram for function monitoring and control and submit scheduled progress curves for each function viz. Ordering, delivery and construction.

9.22.5 PROGRESS REVIEW MEETING :

The contractor shall present the program and status at various review meeting as & when required.

(A) Review Meetings	
Level of Participation	Contractor, Engineer-in-Charge,PMC/TPI,Consultants
Agenda	a) Weekly Program V/S actual achieved in the post week & program for next week.
	b) Remedial action and hold up analysis.
	c) Client query / Approval / Site Officer.
(B) Monthly Review Meeting	
Level of Participation	Senior Officers of Dept. / Consultant & Contractors,SMC/SSCDL/Engineer-in Charge,PMC/TPI,Consultants
Agenda	a) Progress Status / Statistics.
	b) Completion Outlook.
	c) Major Hold Ups / Slippage's.
	d) Assistance Required.
	e) Critical Issues.
	Client Query / Approval.
Venue	Site Office or as decided by EIC.

PROGRESS REPORTING.

The contractor shall submit the following progress reports on a regular basis for SMC/SSCDL's information:



i) Monthly Progress Report.

This report shall be submitted on a monthly basis within 5(five) calendar days from cut-off date, as agreed upon covering overall scenario of the project. The report shall include, but not limited to the following:

- Executive Summary – Summary of major events / activities, completed during the period being reported.
- Schedule versus actual percentage progress and progress curves for Sub-ordering, Sub-Contracting, Constructing and Overall Project.
- Area of concern / problem / hold-ups, impacts and action plans.
- Activities executed, achievements during the month and targets for the following months.
- Analysis of critical activities and impact on overall completion.
- Chronological achievement of key events indicating scheduled and actual occurrence dates.
- Annexures giving status summary for drawings, MRs, equipment and materials delivery, Sub-contracting and construction. (Typical formats are enclosed herewith for contractor's reference)
- Resources deployment status against planned.
- Change order status.
- Construction photographs.

ii) Weekly Reports.

This report will be prepared for Division Office and Construction site in summarized fashion and submitted on every Tuesday taking status as of Sunday by the contractor on weekly basis and will cover following items :

- Activities completed (Sub-contracting, Construction etc.)\
- Resource deployed – men and machines.
- Quantities and Productivity achieved in Key area of work.
- Programme of work for the next week.
- Record of Mandays lost, with the reasons.
- Constraints.
- The report / information may be transmitted preferably through Fax/mail.



iii) Daily Progress report.

- Important activities for the day at site.
- Receipt of major Equipment / Materials received at site.

REQUIREMENT OF COPIES FOR SUBMISSION OF SCHEDULES & REPORTS.

Sr.No.	Name of Document	No. of Copies.
1.	Overall Project Schedule	3
2.	Detailed Activity Network	3
3.	Functional Schedules	3
4.	Construction Network	3
5.	Monthly Progress Reports	3
6.	Weekly Progress Report	3
7.	Daily Bulletin	3

Various typical formats for planning and reporting various activities of the Project are enclosed as Annexure. The format can be changed as per requirement of SMC/SSCDL.



JOB NO. : _____ PROJECT NAME : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE : _____	MONTHLY PROGRAMME	PROGRAM FOR THE LAST MONTH : _____ ACHIEVED IN THE LAST MONTH : _____ CUMMULATIVE SCHEDULE : _____ CUMMULATIVE ACTUAL : _____ WORK FRONT AVAILABLE : _____ SCH. FOR THE MONTH : _____ PROGRAMME FOR THE MONTH : _____
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S.NO	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WID. VALUE.	QTY PLANNED IN LAST MONTHS	QTY. ACHD. IN LAST MONTH	CUMM. QTY ACHD	WORK FRONT	QTY PLANNED IN THIS MONTH	WEEK WISE PROGRAMME (WEEK)				CONSTRAINTS
											1	2	3	4	



JOB NO. : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE : _____	<p><u>WEEKLY PROGRESS REPORT</u></p> DISCIPLINE : _____ WEEKLY PROGRESS : FROM _____ TO _____ WEEKLY PROGRESS : FROM _____ TO _____	PROGRAM FOR THE WEEK : _____ ACHIEVED DURING WEEK : _____ CUMM. SCH. PROGRESS : _____ CUMM. ACT. PROGRESS : _____ PROGRAM FOR NEXT WEEK : _____
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S.NO.	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WTD. VALUE.	PROGRAM FOR THE WEEK	ACHIEVED DURING WEEK	CUMM. QUANTITY.	WTD.VALUE ACHIEVED	WORK FRONT	PROGRAM FOR NEXT WEEK	HOLD-UPS/REMARKS.



DAILY PROGRESS REPORT

1	SKILLED LABOUR STRENGTH :					
Today	1. MASON	2. CARPENTER	3. FITTER	4. ELECTRICIAN	5. PLUMBER	6. WELDER
	7.GETTYMAN	8.OPERATOR				
2	UNSKILLED LABOUR STRENGTH:					
	9. LABOUR (M/C)	10. LABOUR (F/C)	11. CARPENTER 'S HELPER	12. FITTER 'S HELPER	13. WIREMAN	14. OTHERS
Today						
3	EQUIPMENT IN OPERATION			STATUS WORKING / NOT WORKING		
	a) CONCRETE BETCHING PLANT					
	b) CONCRETE MIXER					
	c) VIBRATOR					
	d) HOIST					
	e) J.C.B.					
	f) TRACTORS					
	g) DIGITAL WEIGH BATCHER MACHINE					
	h) WELDING MACHINE					
	i) PUMP					
4	MATERIAL STATUS					
	a) Cement	b) Steel	c) Bricks	d) Fine Aggregate	e) Coarse Aggregate	f) Shuttering
Today						
This Month						
Upto Date						
5	ACTIVITIES IN PROGRESS					
SR. NO.	NAME OF WORK	LOCATION	APPROX.QTY. EXECUTED	WHETHER AS TARGETED MORE / LESS		
6	REMARKS					

**Project Manager
(Contractor)**

**Const. Manager
(Consultant)**



9.23 QUALITY CONTROL, TESTS AND INSPECTION

- 9.23.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of the Contract and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of Prices.
- 9.23.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.
- 9.23.3 The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of the Contract, the technical documents and the relevant codes of practice furnished to him during the performance of the work (If necessary).
- 9.23.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications / replacement at his own cost.
- 9.23.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 9.23.6 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.
- 9.23.7 The contractor at his cost should make arrangement for the required testing facilities such as cube testing, sieve analysis apparatus, cement testing device, slump cone, cube moulds, weighing machines etc. at site in order to have regular check on works, materials used etc.
- 9.23.8 If any tests are required to be carried out in conjunction with the work or materials or workmanship not supplied by the contractor such tests shall be carried out by the contractor as per instruction of EIC & cost of such costs shall be reimbursed by the **SMC/SSCDL**

9.24 FINAL INSPECTION

After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that WORK has been completed as per requirement. If any defects noticed in the work are attributable to CONTRACTOR these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the **SMC/SSCDL**. The **SMC/SSCDL** shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR, if he fails to attend to these defects immediately.



9.25 Recovery for lesser material issued/consumed.

Quantity of cement & steel shall be calculated on the basis of quantity of cement and steel required for different items or work as per standard consumption, with up to date overall consumption will be checked at the time of final bill, if any material consumed is less than standard norms, same amount shall be recovered from final bill.

Cement, Reinforcement steel and other materials:

(1) Penalty for **Cement and Reinforcement steel** shall be levied as below against variation than the actual consumption:(as per ref-RAC /OUT NO/2490-Date-08/03/2017).

- (a) No penalty if actual total consumption is equal to or more than standard theoretical total consumption. For over consumption of cement no extra payment shall be made.
- (b) **Twice the Basic Rate of Rs. 4,700/-** per MT for the variation in cement consumption less than standard theoretical consumption.
- (c) **Twice the Basic Rate of Rs. 38,000/- per MT for TMT steel & 40,500/- per MT for CRS steel** for variation in steel consumption less than standard theoretical consumption.

(2) No separate payment shall be made for any kind of wastage/excess consumption in the materials.



ARTICLE 10

COMPLETION CERTIFICATE

10.1 Provisional Certificate

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

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

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

10.2 Completion of remaining Works

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

10.3 Completion Certificate

10.3.1 Upon completion of all Works and on submission of completion certificate by the contractor the SMC/SSCDL's Engineer shall forthwith issue to the Contractor a Completion certificate after verification of site..

10.3.2 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the SMC/SSCDL may remove or cause to be removed, such equipment, materials, debris



and temporary works and recover from the Contractor an amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the SMC/SSCDL.

10.3.3 Without prejudice to the obligations of the Contractor specified, the property and ownership of all the completed Works forming part of the Work shall vest in the SMC/SSCDL.

10.4 AS BUILT DRAWINGS AND DOCUMENTATION :

The as built drawings and documents shall be submitted by the contractor in 3 [Three] sets including the drawings supplied by the contractor and the vendor designs along with one reproducible media / tracing / soft copies & Failure of such submission within the stipulated time limit attracts the penalty decided by E.I.C.

10.5 MODEL FORM :

No.1 GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.

The Agreement made thisday of.....Two thousand and.....between.....son of The power of attorney holder of company (hereinafter called the Guarantor of the one part) and the Surat Municipal Corporation (here in after called the SMC/SSCDL of the other part) WHEREAS THIS Agreement is supplementary to a Contract (Hereinafter called the Contract) dated..... And made between the GUARANTOR OF THE ONE part and the SMC/SSCDL of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said Contract recited completely water and leak- proof. AND WHEREAS THE GUARANTOR agreed to give a Guarantee to the effect that the said structures will remain water and leak-proof for Ten years to be reckoned from the date after the Maintenance Period prescribed in the Contract.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak- proof and the minimum life of such water proofing treatment shall be Ten years to be reckoned from the date after the maintenance period prescribed in the Contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

1. Misuse of roof shall mean any operation which will damage waterproofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof;
2. Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby waterproofing treatment is removed in parts;
3. The decision of the Engineer-in-charge with regard to cause of leakage shall be final. During this period of guarantee, the Guarantor shall make good all defects and in case of any defects being found, render the building water proof to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other Contractor at the GUARANTOR'S risk and cost. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding. That if, Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by his by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and/or damage and/or cost incurred by the SMC/SSCDL, the decision of the Engineer-in-Charge will be final



and binding on the parties. IN WITNESS WHEREOF these presents have been executed by the Obligator _____ and by _____ and for an on behalf of the Surat Municipal Corporation, on the day, month and year first above written. SIGNED, SEALED AND DELIVERED BY OBLIGATOR IN THE PRESENCE OF –

1) _____

2) _____

SIGNED FOR AN ON BEHALF OF THE SURAT SMART CITY DEVELOPMENT LIMITED BY

in the presence of -

1. _____

2. _____



No.2 GUARANTEE BOND TO BE EXECUTED BY CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF ANTI TERMITE WORKS.

The Agreement made thisday of.....Two thousand and.....between.....son of The power of aternoy holder of company (hereinafter called the Guarantor of the one part) and the Surat Municipal Corporation (hereinafter called the SMC/SSCDL of the other part)WHEREAS THIS Agreement is supplementary to a Contract (Hereinafter called the Contract) dated..... And made between the GUARANTOR OF THE ONE part and the SMC/SSCDL of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said Contract recited completely Anti termite work.

AND WHEREAS THE GUARANTOR agreed to give a Guarantee to the effect that the said structures will remain Anti termite proof for Ten years to be reckoned from the date after the Maintenance Period prescribed in the Contract.

NOW THE GUARANTOR hereby guarantees that Anti termite treatment given by him will render the structures completely Anti termite proof and the minimum life of such Anti termite treatment shall be Ten years to be reckoned from the date after the maintenance period prescribed in the Contract.

That if, Guarantor fails to execute the ANTI TERMITE or commits breach there under then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by his by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and/or damage and/or cost incurred by the SMC/SSCDL, the decision of the Engineer- in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator _____ and by _____ and for and on behalf of the Surat Municipal Corporation, onthe day, month and year first above written. SIGNED, SEALED AND DELIVERED BYOBLIGATOR IN THE PRESENCE OF –

- 1) _____Signatureofcontractor_____
- 2) _____

SIGNED FOR AND ON BEHALF OF THE SURAT SMART CITY DEVELOPMENT LIMITED BY

in the presence of -

1. _____

2. _____



No.3 CERTIFICATE FOR COMPLETION

I/We the undersigned Mr.....power of attorney holder/partner ofwas awarded the work of construction ofvide work order No.....Dt.....

The work was undertaken by our agency. I/We have completed this work as per scope of work of tender with satisfactory quality and workmanship. The architectural and structural design was prepared by experienced experts of this field.

We assure for best services during defect liability period.

The work was completed and handed over to SMC/SSCDL on thisday ofmonth of year 20.....

Contractor's Name :

Signature :



ARTICLE 11 CHANGE OF SCOPE

11.1 Change of Scope

- 11.1.1 The SMC/SSCDL may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to work ("Change of Scope") during the progress of work and before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost and adjustment of time.
- 11.1.2 Change of Scope shall mean: any change that is brought about at the instance of SMC/SSCDL after the complete drawing and design has been approved as provided in the contract. Such change shall be limited to -
- (a) change in specifications of any item of Works;
 - (b) omission of any work from the Scope of the Project.
 - (c) any additional work, Plant, Materials or services which are not originally included in the Scope of the Project.
- 11.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the SMC/SSCDL of executing, maintaining or operating the Work, (iii) improve the efficiency or value to the SMC/SSCDL of the completed the Work, or (iv) otherwise be of benefit to the SMC/SSCDL, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of addition or reduction in the Contract Price to the SMC/SSCDL to consider such Change of Scope. The SMC/SSCDL shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings there for or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the SMC/SSCDL, save and except any Works necessary for meeting any Emergency.

11.2 Procedure for Change of Scope

- 11.2.1 In the event of the SMC/SSCDL determining that a Change of Scope is necessary, it may direct the SMC/SSCDL's Engineer to issue to the Contractor a notice specifying in reasonable detail work and services contemplated thereunder (the "Change of Scope Notice").
- 11.2.2 Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the SMC/SSCDL and the SMC/SSCDL's Engineer such information as is necessary, together with preliminary documentation in support of:
- (a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if work or services are required to be carried out during the Construction Period; and
 - (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
 - (i) break down of the quantities, unit rates and cost for different items of work;
 - (ii) proposed design for the Change of Scope; and
 - (iii) proposed modifications, if any, to the Project Completion Schedule of the Work.
- For the avoidance of doubt, the Parties expressly agree that, the Contract Price (per DU base) shall be increased or decreased, as the case may be, on account of Change of Scope.



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

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

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

11.3 Payment for Change of Scope

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

The payment for change of scope and extra item shall be made as per the Schedule of Rates (SOR) of the relevant year as per which the tender for SOR items are prepared plus or minus % above/below of estimated tender cost as quoted by the Contractor and for non SOR items the rates will be paid as per market rate or as per mutual consent.

11.4 Restrictions on Change of Scope

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

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



ARTICLE 12 DEFECTS LIABILITY

12.1 Defects Liability Period

13.1.1 As mentioned herein above in tender.

12.2 Remedying Defects

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

12.3 Cost of remedying Defects

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

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

12.4 Contractor's failure to rectify Defects

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

12.5 Contractor to search cause

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



ARTICLE 13

SMC/SSCDL'S ENGINEER

13.1 Appointment of the SMC/SSCDL's Engineer

- 13.1.1 The SMC/SSCDL shall nominate and appoint the engineer-in-charge who shall carry out the duties as are necessary in performance of protection of interest of SMC/SSCDL as also may enable parties to achieve the work as intended in terms of the contract. The engineer shall have no authority to amend or alter the contract either on time or cost basis.
- 13.1.2 The appointment of the SMC/SSCDL's Engineer shall be made no later than 15 (fifteen) days from the date of this Agreement. The SMC/SSCDL shall notify the appointment or replacement of the SMC/SSCDL's Engineer to the Contractor.
- 13.1.3 The staff of the SMC/SSCDL's Engineer shall include suitably qualified engineers and other professionals who are appointed to assist the SMC/SSCDL's Engineer to carry out its duties.
- 13.1.4 In addition to nominating SMC/SSCDL's engineer, SMC/SSCDL shall be free to engage any agency or individual in capacity of project management engineer/Third Party Inspection agency who shall assist SMC/SSCDL engineer in fulfilling the role and duty of an engineer as required under the contract.

13.2 Instructions of the SMC/SSCDL's Engineer

- 13.2.1 The SMC/SSCDL's Engineer may issue to the Contractor instructions for remedying any Defect. The Contractor shall take such instructions from the SMC/SSCDL's Engineer, or from an assistant to whom appropriate authority has been delegated.
- 13.2.2 The instructions issued by the SMC/SSCDL's Engineer shall be in writing. However, if the SMC/SSCDL's Engineer issues any oral instructions to the Contractor, it shall confirm in writing the oral instructions within 2 (two) working days of issuing them.
- 13.2.3 In case the Contractor does not receive the confirmation of the oral instruction within the time specified, the Contractor shall seek the written confirmation of the oral instructions from the SMC/SSCDL's Engineer. The Contractor shall obtain acknowledgement from the SMC/SSCDL's Engineer of the communication seeking written confirmation. In case of failure of the SMC/SSCDL's Engineer or its delegated assistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instruction.



ARTICLE 14

PAYMENTS

14.1 Contract Price

14.1.1 The SSCDL shall make payments to the Contractor for work on the basis of the cost quoted by the bidder in tender and sanctioned by the authority and as per tender clause of schedule of payment.

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

14.1.3 No price escalation for change in rates of any materials will be paid /recovered by SSCDL

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

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

14.2 SCHEDULE OF RATES:

1) The price / rates quoted by the Contractor shall remain firm till the issue of final certificate no price adjustment shall be given. Schedule of rates shall be deemed to include and cover all costs expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over work to owner by Contractor. Contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required through contract documents which may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete work. The opinion of Engineer-in-charge as to the item of work shall be final and binding on Contractor although the same may be not shown on or describe specifically in contract documents.

The Schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work, pumps materials, labour and all other materials in connection with each item in schedule of rates and the execution of work or any portion thereof furnished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.

The Schedule of rates shall be deemed to include and cover the cost of all royalties and free for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, and other payments in connection with materials of whatsoever kind of work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in use of work of any such articles, processes OR MATERIALS. Octroi of other Municipal or local board charges if levied on materials, equipment of machineries to be brought to site for use on work shall be borne by the Contractor.



No exemption or reduction of custom duties, excise duties, sales tax or any other taxes or charges of the central or State Government any local body whatsoever will be granted to obtain. All of such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor will also obtain and pay for all permits or other privileges necessary to complete work. The schedule of rates shall be deemed to include and cover risk on account of delay or interference with Contractor's conduct of work, which may occur from any cause including orders of The SSCDL in the exercise of his power and no account of extension of time granted due to various reasons.

For work under unit rate basis no alteration will be allowed in the schedule of rates by reason of work or any part of them being field altered, extended diminished or omitted.

14.3 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS:

- 1) All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of Engineer-in-charge and Contractor's authorized agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorized representative and signed by Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-in-charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer-in-charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on Contractor.

Contractor will submit a bill in approved Performa in duplicate to the Engineer-in-charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim as far as admissible adjusted if possible within 10 days of presentation of the bills.

In case of Tenders for completed items of work, Contractor may be allowed "Secured Advance" on the Security of materials brought to site for execution of the constructed items of work the extent of 75% of the value of materials of imperishable nature and an agreement be drawn up with Contractor under which the owner secures a lien on these materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be postponed till the whole work is completed but shall be adjusted from his work done or the materials used. The necessary deductions being made when the items of work in which they are used are billed for. When the mode of measurement is not covered by contract for any item of work it shall be as per latest I.S. codes.

RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES:

All running account payment shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or to be considered as an admission of the due performance of contract or any part thereof.

NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT:



If the Contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-in-charge about his extra payment and/or compensation. Such notice shall be given to the Engineer-in-charge within Ten (10) days from the happening of any event upon which Contractor basis such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with full details and amount claimed, failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No commission shall be paid by The SSCDL of any rights in respect thereof.

PAYMENT OF CONTRACTOR'S BILL:

- 1) The price to be paid by The SURAT MUNICIPAL CORPORATION to Contractor for the work to be done and for the performance of all the obligations under taken by the Contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-in-charge.
- 2) No payment shall be made for work costing less than Rs. 5,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than Rs. 5000/-, Contractor on submitting the bill thereof will be entitled to receive a monthly payment, proportionate to the part thereof approved and passed by Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit, etc. The payment may be released to the Contractor within thirty (30) days of submission of the bill in case of running bill and with in two (2) months in case of final bill. Contractor shall present the bill duly pre receipted on proper revenue stamp.

Payment due to Contractor shall be made by the crossed Accounts payee cheque in Indian Currency forwarding the same to the registered office of the Contractor. Owner shall not be responsible if the cheque is mislaid or misappropriated by unauthorized person.

14.4 FINAL BILL:

The final bill may be submitted by Contractor within (2) months of the date of physical completion of work, otherwise the Engineer-in-charge's certificate of measurement and of total amount payable for work shall be finalized binding on all parties.

14.5 RECEIPT FOR PAYMENT:

Receipt for payment made on account of work when executed by a firm must be signed by a person holding power of attorney in this respect on behalf of Contractor except when described in the tender as a limited company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt of the company.

PAYMENT AT REDUCED RATE ON ACCOUNT OF ITEM OF WORK NOT ACCEPTED AS COMPLETED TO BE THE DISCRETION OF THE ENGINEER-IN-CHARGE



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

CLAUSE-10 Time for Bills to be submitted

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

14.6 Discharge

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

14.9 Final Payment Certificate

- 14.9.1 Within 30 (thirty) days after receipt of the Final Bill for Works, and the written discharge, and there being no disputed items of claim, the SSCDL's Engineer shall deliver to the SSCDL, with a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the SSCDL's Engineer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the SSCDL's Engineer shall ascertain from the SSCDL all amounts previously paid by the SSCDL and for all sums to which the SSCDL is entitled, the balance, if any, due from the SSCDL to the Contractor or from the Contractor to the SSCDL, as the case may be.
- 14.9.2 The SSCDL shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.

14.10 Correction of Interim Payment Certificates

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

14.11 OVERPAYMENT AND UNDER PAYMENT :



Whenever any claim for payment of a sum to the SSCDL arises out of or under this Contract against the contractor the same may be deducted by the Surat Municipal Corporation from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the SSCDL or from any sum due to the contractor with the SSCDL (which may be available with SSCDL), or from his retention money, or he shall pay the claim on demand. The SSCDL reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The SSCDL further reserves the right to enforce recovery of any over payment when detected.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the SSCDL from the contractor by way of all the means prescribed above or if any under payment is discovered by the SSCDL, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the SSCDL on any other contract account whatsoever.



ARTICLE 15

INSURANCE

15.1 Insurance for Works and Maintenance

- 15.1.1 The Contractor shall effect and maintain at its own cost the insurances as per the requirements of SMC/SSCDL and Law.
- 15.1.2 The SMC/SSCDL and the Contractor shall, in accordance with its obligations as provided for in this Agreement, be liable to bear the cost of any loss or damage that does not fall within the scope of this contract or cannot be recovered from the insurers.
- 15.1.3 The Contractor shall, save and except as provided for in this Agreement, fully indemnify, hold harmless and defend the SMC/SSCDL from and against any and all losses, damages, costs, charges and/or claims with respect to:
- (a) the death of or injury to any person; or
 - (b) the loss of or damage to any property (other than work);
that may arise out of or in consequence of any breach by the Contractor of this Agreement during the execution of work or the remedying of any Defects therein.
- 15.1.4 The SMC/SSCDL shall fully indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to
- (a) the use or occupation of land or any part thereof by the SMC/SSCDL;
 - (b) the right of the SMC/SSCDL to execute work, or any part thereof, on, over, under, in or through any land;
 - (c) the damage to property which is the unavoidable result of the execution and completion of work, or the remedying of any Defects therein, in accordance with this Agreement; and
- 15.1.5 Without prejudice to the obligations of the Parties the Contractor shall maintain or effect such third party insurances as may be required under the Applicable Laws.
- 15.1.6 The Contractor shall provide to the SMC/SSCDL, within 30 days of the commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability coverage shall be for a sum of not less than 3% (three per cent) of the Contract Price and shall be maintained until the end of the Defects Liability Period.

15.2 Notice to the SMC/SSCDL

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

15.3 Evidence of Insurance Cover

- 15.3.1 All insurances obtained by the Contractor in accordance with this contract shall be maintained with insurers on terms consistent with Good Industry Practice. Within 10 (Ten) days from the commencement date, the Contractor shall furnish to the SMC/SSCDL notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty-five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the SMC/SSCDL. The Contractor shall act in accordance with the directions of the SMC/SSCDL,



provided that the Contractor shall produce to the SMC/SSCDL the insurance policies in force and the receipts for payment of the current premium.

- 15.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement. SMC/SSCDL shall be entitled to stop any payment at any time if on demand the contractor fails to satisfy SMC/SSCDL about all Insurance policies being held in valid and enforceable form.

15.4 Remedy for failure to insure

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

15.5 Waiver of subrogation

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

15.6 Contractor's waiver

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

15.7 Accident or injury to workmen

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

It shall be the Contractor's responsibility to protect against accidents on the work. He shall indemnify the SSCDL against any claim for damage or for injury to persons or property resulting from and in the course of work and also under provision of the workman's compensation act. On the occurrence of an accident arising out of the works which results in death or which is so



serious as to be likely to result in death, the Contractor shall within twenty four hours of such accident, report in writing to the Engineer-in-charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to person or damage to property other than that of the Contractors shall be promptly reported to the Engineer-in-charge stating clearly and in sufficient details and facts and circumstances of the accidents and the action taken. In all cases the Contractor shall indemnify the SSCDL against all loss of damage resulting directly or indirectly from the Contractors failure to report in the manner aforesaid. These includes penalties or fine as a consequence of failure to give notice under the workman's compensation Act or failure to conform to the provisions of the said Act in regard to such accidents.

In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII of 1923 including all modification thereof whether such compensation may become payable by the Contractor or by the SSCDL as Principal employer, the Engineer-in-charge may retain money due and payable to the Contractor such sum or sums or money as may in the opinion of the Engineer-in-Charge be sufficient to meet such liability. On receipt of award from the labour commission in regard to quantum of compensation, the difference in amount will be adjusted.

15.8 Insurance against accident to workmen

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

15.9 Application of insurance proceeds

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

15.10 Compliance with policy conditions

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



ARTICLE 16

FORCE MAJEURE

16.1 Force Majeure

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



ARTICLE 17

SUSPENSION OF CONTRACTOR'S RIGHTS

17.1 Suspension upon Contractor Default

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

17.2 SMC/SSCDL to act on behalf of Contractor

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

17.3 Revocation of Suspension

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



ARTICLE 18

TERMINATION

18.1 Termination for Contractor Default

18.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaultsspecified below shall have occurred, and the Contractor fails to cure the default withinthe time limit specified by SMC/SSCDL the Contractor shall be deemed to be in default of thisAgreement (the “Contractor Default”), unless the default has occurred solely as a resultof any breach of this Agreement by the SMC/SSCDL or due to Force Majeure. The defaultsreferred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, thePerformance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security, theContractor fails to cure, within a Cure Period of 30 (thirty) days, the ContractorDefault for which the whole or part of the Performance Security wasappropriated;
- (c) the Contractor does not achieve the latest outstanding Project Milestone due inaccordance with the provisions of contract, subject to any Time Extension, andcontinues to be in default for 45 (forty five) days;
- (d) the Contractor abandons or manifests intention to abandon the construction orMaintenance of the Work without the prior written consent of the SMC/SSCDL;
- (e) the Contractor fails to proceed with work in accordance with the provisions ofcontract or stops Works and/or the Maintenance for 30 (thirty) days withoutreflecting the same in the current programme and such stoppage has not beenauthorised by the SMC/SSCDL’s Engineer;
- (f) failure to complete the remarks stated from EIC, items within the periods stipulated contract;
- (g) the Contractor fails to rectify any Defect, the non rectification of which shallhave a Material Adverse Effect on the Project, within the time specified in thisAgreement or as directed by the SMC/SSCDL’s Engineer;
- (h)the Contractor subcontracts work or any part thereof in violation of thisAgreement or assigns any part of work or the Maintenance without the priorapproval of the SMC/SSCDL;
- (i) the Contractor creates any Encumbrance in breach of this Agreement;
- (j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect ;
- (k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver isappointed for the Contractor or for the whole or material part of its assets thathas a material bearing on the Project;
- (l) the Contractor has been, or is in the process of being liquidated, dissolved,wound-up, amalgamated or reconstituted in a manner that would cause, in thereasonable opinion of the SMC/SSCDL, a Material Adverse Effect;
- (m) a resolution for winding up of the Contractor is passed, or any petition forwinding up of the Contractor is admitted by a court of competent jurisdictionand a provisional liquidator or receiver is appointed and such order has not beenset aside within 90 (ninety) days of the date thereof or the Contractor is orderedto be wound up by court except for the purpose of amalgamation orreconstruction; provided that, as part of such amalgamation or reconstruction,the entire property, assets and undertaking of the Contractor are transferred tothe amalgamated or reconstructed entity and that the amalgamated orreconstructed entity has unconditionally assumed the obligations of theContractor under this Agreement; and provided that:



- (i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
- (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a creditworthiness at least as good as that of the Contractor.
- (n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (o) the Contractor submits to the SMC/SSCDL any statement, notice or other document, in written or electronic form, which has a material effect on the SMC/SSCDL's rights, obligations or interests and which is false in material particulars;
- (p) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the SMC/SSCDL.

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

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

18.2 Termination for SMC/SSCDL's convenience

Notwithstanding anything stated here in above, the SMC/SSCDL may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder. This shall amount to foreclosure of contract whereby the parties will treat the contract as nullified and settled the account in such a way that no party retains any unearned benefit at the point of foreclosure.

18.3 Requirements after Termination

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

- (a) deliver to the SMC/SSCDL all Plant and Materials which shall have become the property of the SMC/SSCDL
 - (b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to work, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built" Drawings for work;
 - (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;
- and



(d) vacate the Site within 15 (fifteen) days or any further period if permitted by SMC/SSCDL in writing.

(e) In event contractor for whatever reason fails to vacate the site, where upon he has no permission to enter for performance of work, he shall be declared as unauthorised person and thereafter shall be liable to all actions as trespassers as and when he, his agents, vendors, sub contractor or any one without permission of SMC/SSCDL attempts to enter the site.

18.4 Valuation of Unpaid Works

18.4.1 Within a period of 45 (forty-five) days after Termination, as the case may be, has taken effect, the SMC/SSCDL's Engineer shall proceed to determine as follows the valuation of unpaid Works (the "Valuation of Unpaid Works"):

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

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

18.5 Termination Payment

18.5.1 Upon Termination on account of Contractor's Default, the SMC/SSCDL shall:

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

18.6 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever

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



ARTICLE 19

LIABILITY AND INDEMNITY

19.1 General indemnity

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

19.2 Indemnity by the Contractor

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

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

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



ARTICLE 20

LABOUR LAWS

20.1 Labour Laws to be complied by the Contractor.

Notwithstanding any provision as may herebelow, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contractor Labour (R & B) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.

No labour below the age of fourteen years shall be employed on the work.

20.2 Payment of Wages:

i The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

iii In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv (a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.



(b) Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

In the case of Gujarat, however, as the all-inclusive minimum daily wages fixed under Notification of the Gujarat Administration ACT No. 11 OF 1948 1*, dated 15th MARCH, 1948 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holidays would not arise.

- v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- Vi The contractor shall indemnify and keep indemnified SMC/SSCDL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.
- Vii The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

20.3 PANELTY FOR EACH DEFAULT TO PROVIDE FACILITIES:

All provisions of concerned labour law shall be liability of the Contractor and consequences therefrom any non compliance shall be liability of the Contractor.

It shall be expressed duty of Contractor to comply with all Welfare measures as may reasonable be expected to be discharged by the Contractor.

20.4 PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS:

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Govt. from time to time for the protection of health and sanitary arrangements for workers employed by the SMC/SSCDL and its contractors.



20.5 LEAVE AND PAY:

Leave and pay during leave shall be regulated as follows:

1. Leave:

- i) In the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- ii) In the case of miscarriage –up to 3 weeks from the date of miscarriage.

2. Pay:

- i) In the case of delivery- leave pay during maternity leave will be at the rate of the women's average daily earning, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupees one only a day whichever is greater.
- ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

20.6 BREACH OF CONTRACTOR:

In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing and statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the SMC/SSCDL a sum not exceeding INR 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to INR 200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contract's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as forfeited, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). the contractor(s) shall erect, make and



maintain at his/ their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been created or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

It is expected that the Contractor to comply with all Contractor's Labour Regulation Acts and Rules provided therefrom.

20.7 Employment of skilled/semi skill worker:

The contractor shall, at all stages of work, deploy skilled/semiskilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute mandated/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semiskilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failures on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of INR 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause shall not be applicable for works with estimated cost put to tender being less than INR 5 Crores.

20.8 Minimum Wages Act to be complied with:

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force time to time.



ARTICLE 21

SAFETY CODE, MODEL RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY SMC/SSCDL OR ITS CONTRACTORS, LABOUR REGULATIONS.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

"STEEL FRAME WORK (H-FRAME) IS COMPULSORY FOR SCAFFOLDING WHEN AND WHERE REQUIRED AS PER INSTRUCTION OF EIC/PMC/CONSULTANT. NO EXTRA CLAIM WILL BE ENTERTAINED TO CONTRACTOR FOR SUCH SCAFFOLDING.

2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and Trenching: – All trenches 1.2m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition: – Before any demolition work is commenced and also during the progress of the work.
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.



- ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: -
- 9 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :
- 10 SMC/SSCDL may require, when necessary medical examination of workers.
- 11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 12 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- 13 Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
- 14 Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust waterproof.
- 15 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
The contractor shall supply only potable water in the labour camp. Sample of water shall be drawn from the source of water supply in the labour camps every month and got tested from the Municipal Corporation's lab by the contractor. Wherever drinking water is supplied to the labour camps through tankers. Samples shall be drawn from the tankers and got tested. Water storage tanks chlorine tablets shall be added from time to time as per requirement so that portability of water remains intact. No extra payment shall be made on this account.



ARTICLE 22

MISCELLANEOUS

22.1 Governing law and jurisdiction

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

22.2 Waiver of immunity

Each Party unconditionally and irrevocably:

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

22.3 Delayed payments

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

22.4 Waiver

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

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

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

22.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:



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

22.6 Exclusion of implied warranties etc.

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

22.7 Entire Agreement

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

22.8 Severability

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

22.9 Notices

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

a) For Contractor

b) For SMC/SSCDL

22.10 Counterparts

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



22.11 Limitation of Liability

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

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

22.12 WORK IN MONSOON :

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

22.13 ASSISTANCE TO ENGINEER-IN-CHARGE :

Contractor shall make available to Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the contractor for taking measurement of work.

22.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

If at any time from the commencement of work, the owner shall for any reasons whatsoever not require the whole or part thereof a specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall he have any claim for compensation by reason if any alternations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. When the contractor is a partnership firm, the prior approval in writing of the S.M.C. shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall, likewise be obtained before sub-contractor enters into any agreement with other parties whereunder the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of sub-letting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the sub-letting clause.

22.15 IN EVENT OF DEATH OF CONTRACTOR :

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

22.16 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :



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

22.17 BREACH OF CONTRACT BY CONTRACTOR :

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him, by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the S.M.C. may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the Contractor fail to comply with such written notice within twenty eight (28) days of receipt, if the Chairman, SSCDL shall think fit, it shall be lawful for the Surat Municipal Corporation, without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all part of the works, and to make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event Article 22.24(Subletting of work) and 22.25(Sub-Contracts for Temporary Works etc.) hereof shall be invoked and the performance security shall immediately become due and payable to the SMC/SSCDL the value of the work done on the date of termination and not paid for shall stand forfeited to the Surat Municipal Corporation and the Surat Municipal Corporation shall have entitlement to use of any works which the contractor may have at the site at the time of termination of the contract.

22.18 The following conditions are being included in this tender and shall be considered as a part of tender document.

1. Contractors have to place a board showing details of work at site at his own cost as per details given by Department. i.e. Name of work, Name of Contractor, Project cost, work sanction detail, detail of work order and time limit, Address of Executive Engineer & Phone No. & Fax No.
2. If Contractor will not furnish a Photograph of the Board placed on site showing the details as above department will retain 0.25 % to 1 % of tender amount temporarily from the running bill.
3. A work of building is carried out at one plot but in the case of water supply line, drainage line etc. or any other service line, the work carried out in length, in this case one board should be placed on both ends and other boards should be placed as per the instruction of Engineer in charge.
4. The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ on the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance /repair of renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/ blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.
5. It shall be the responsibility of the contractor to see that the building under construction is not occupied by any body un-authorized during construction, and is handed over to the Engineer-



in- Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Surat Municipal Corporation whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. This decision of Surat Municipal Corporation will not be opened to any arbitration/litigation

However, the Executive Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

22.19 SPECIAL NOTE :

Following details pertaining to work progress is mandatory.

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

(B) Material Management : Contractor shall provide following details

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

(C) Man power management :

The contractor shall submit details of manpower of various categories (skilled & unskilled labours) to be deployed for the work as under.

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

(D) All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.

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

22.20 If Near relative working in SMC/SSCDL then the contractor not allowed to tender:

The contractor shall not be permitted to tender for works in the SMC/SSCDL circle (Division in case of contractor of Horticulture/Nursery Categories) responsible for award and execution of contract in which his near relative is posted as Divisional Accountant or as an officer of any capacity between the grades of Surat Municipal Corporation -and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and are near relatives to any Gazetted Officer in the SMC/SSCDL or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractor of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in SMC/SSCDL for any breach of this condition.



Note: by the term “Near relatives” is meant wife, husband, parents and grandparents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

22.21 NO Gazetted Engineer to work as Contractor within one year of retirement:

No engineer of gazetted rank or other gazette officer employed in engineering or administrative duties in an engineering department of the SMC/SSCDL shall work as contractor or employee of a contractor for a period of two years after his retirement from Government service without the previous permission of SMC/SSCDL in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of SMC/SSCDL as aforesaid, before submission of the tender of engagement in the contractor’s service, as the case may be.

22.22 SUBLETTING OF WORKS:

No part of the contract nor any share or interest thereon shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any firm or Corporation whatsoever except as provided for in the succeeding sub clause without the consent in writing of the owner.

22.23 SUB-CONTRACTORS FOR TEMPORARY WORKS ETC. :

The owner may give written consent to sub-contractors for execution of any part of the work at the site being entered upon by the contractors provided each individual contractor is submitted to the Engineer-in-charge before being entered into and is approved by him. List of Sub-Contractors is to be supplied. Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge shall have received copies of any sub- contractors, the contractors shall be and shall remain solely responsible for the quality and proper execution and execution of the works and the performance of all the conditions of contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.



ARTICLE 23

DISPUTE RESOLUTION MECHANISM

23.1 RESOLUTION OF DISPUTES :

Except or otherwise specifically provided in the contract, all 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 disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement can not be reached then all disputed issues shall be settled as provided in (a)

(a) DISPUTE OR DIFFERENCES TO BE REFERRED TO:

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

The question or difference shall be settled by the Chairman Surat Smart City Development Limited who shall state his decision in writing and give notice of same to the Engineer and to the contractor. Such decision shall be final & binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any Judicial proceeding. Should the Chairman Surat Smart City Development fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the contractor is dissatisfied with any such decision of the Chairman Surat Smart City Development, then the matter may be referred to court of law subject to SURAT JURISDICTION .

23.2 DELETION OF ARBITRATION CLAUSE

ARBITRATION word or Clause should be considered deleted wherever written in the whole tender.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of SMC/SSCDL
by:

(Signature)
(Name)
(Designation)

In the presence of: 1.
2.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
THE CONTRACTOR by:

(Signature)
(Name)
(Designation)

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-



Section VIII - Forms of Security and Contract Forms

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

Table of Forms

Rs. 100/- STAMP

UNDERTAKING ON EARNEST MONEY SURRENDER:

I/We hereby tender for carrying out **Construction of IT Mac Center regarding Smart City Project at T.P.S.No.36 (Althan), F.P. No.01, Surat** herein before and herein after referred to a client of the work) as specified in the memorandum & under Price-Bid showing items of work to be carried out within time specified therein and in accordance with all specifications, designs, drawings and instructions in writing referred to in provisions under annexed conditions of contract under contract documents and agree that all materials of construction in the work are to be procured by us. Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed thereto as fully applicable, and in default thereof, agree to forfeiture of and pay to the client, the sums of Earnest money mentioned in the said conditions.

Receipt No. _____ dated _____ from client, in respect of the sum or Rs. _____ /- deposited, be in the form of Bank Guarantee Rs. _____ /- and Pay Order/Demand Draft drawn for Rs. _____ /- bearing No. _____ dated _____ on the _____ drawn in favour of _____ is herewith forwarded representing the earnest money, the full value of which is to be absolutely forfeited to client, should I/We not deposit the full amount of security deposit specified in the memorandum, and in accordance with clause 1 of para 5.1 of the said conditions, otherwise the said sum of Rs. _____ /- shall be refunded.

Amount to be specified in figures and words.

Place :

Date :

Address :

Signature of the
contracting agency submitting

the tender

Signed and given in presence of _____

Address :

Occupation : Signature of witness to

the contracting agency.



FORMAT FOR BANK GUARANTEE

- [1] In consideration of the Terms and Conditions of an "Agreement made between Chairman, Surat Smart City Development Limited, SMC/SSCDL, Surat (herein after called" Surat Smart City Development Limited ") and..... (Contractor) (here in after called "Contractor" for the work of..... (Name of work) for the deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of (here in after referred to as the Bank) at the request of (Name of Contractor) do hereby undertake to pay the SMC/SSCDLan Amount not exceeding Rs..... against any loss or damage caused to or suffered by SMC/SSCDLby reason of any breach of any term or condition contained in the said agreement by the said Contractor.
- [2] We Bank of..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the SMC/SSCDLstating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the SMC/SSCDLby the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....
- [3] We undertake to pay the SMC/SSCDLany money so demanded notwithstanding dispute or disputes raised by the contractor. In any suit of proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
- [4] We Bank of, further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged or till Chairman, Surat Smart City Development Limited, Surat clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before (dt.) we shall be discharged from all liability under this Guarantee thereafter.
- [5] We Bank of further agree with the SMC/SSCDLthat the SMC/SSCDL shall have the fullest liberty without our consent and without in any manner our obligations hereunder to vary and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the SMC/SSCDL against the said contractor and to enforce or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any béarnaise, act or omission of the part of the SMC/SSCDLor any indulgence by the SMC/SSCDLto the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for his provision have of a relieving us.
- [6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- [7] We Bank of lastly under take not to revoke during its currency except with the previous consent of the SMC/SSCDL in writing.

NOT WITH STANDING ANYTHING CONTAINED HERE IN :

- [1] Our liability under this bank guarantee is restricted to Rs.
- [2] This bank guarantee is shall valid up to
- [3] Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt.



THIS BANK GUARANTEE IS ENCASHABLE AT OUR BRANCH OFFICE
AT SURAT

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

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



SECTION IX - APPROVED LIST OF BANKS

Where the contractor is required to submit F.D.R., bank guarantee, etc. Against payment towards any deposit or advance e.g. EMD, SD, etc., such F.D.R, bank guarantees, etc. shall be produced from any one of the following Nationalized banks as listed below:

- 1) Indian Bank
- 2) State Bank of India
- 3) Punjab National Bank
- 4) Bank of Baroda
- 5) Union Bank of India
- 6) Bank of India
- 7) Oriental Bank of Commerce
- 8) Canara Bank
- 9) Central Bank of India
- 10) Corporation Bank
- 11) Allahabad Bank
- 12) Indian Overseas Bank
- 13) Dena Bank
- 14) Syndicate Bank
- 15) Andhra Bank
- 16) Punjab & Sind Bank
- 17) Bank of Maharashtra
- 18) Vijaya Bank
- 19) United Bank of India
- 20) UCO Bank or Any other Nationalized Bank
- 21) IDBI
- 22) HDFC
- 23) AXIS Bank
- 24) ICICI Bank Limited
- 25) The Surat People's Co-operative Bank Ltd.
- 26) The Mehsana Urban Co-operative Bank Ltd.
- 27) Kotak Mahindra Bank
- 28) The Kalapur Commercial Co-operative Bank Ltd.
- 29) Rajkot Nagrik Sahkari Bank Ltd.
- 30) The Ahmedabad Mercantile Co-operative Bank Ltd.
- 31) Development Credit Bank Ltd.

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-



SECTION X - ABBREVIATION USED IN THIS SPECIFICATION (CIVIL) WORKS.

Sr. No.	Abbreviation	Details
1.	SMC	Surat Municipal Corporation
2.	SSCDL	Surat Smart City Development Limited
3.	G.W.S.S.B	Gujarat Water Supply & Sewerage Board
4.	Specification	Government of Gujarat R & B department General Technical Specifications for Building and Roads Works, and CPWD specification 2009 Vol.I & II with up to date correction slips,
5.	B.S.N.L.	Bharat Sanchar Nigam limited.
6.	C.D.O.	Central Design organization.
7.	I.I.T.	Indian institute of Technology.
8.	E.I.L.	Engineers India limited.
9.	N.B.C.C.	National Building construction Corporation Limited.
10.	W.C.	Water Closet
11.	G.I.	Galvanized iron.
12.	S.C.I.	Sand Cast iron.
13.	U.G.T/R	Underground Storage Tank/Reservoir
14.	C.C.1:1.5:3	Cement concrete 1:1.5:3 i.e. 1 cement:1.5 coarse sand:3 graded stone aggregate of approved nominal size.
15.	C.C.1:2:4	Cement concrete 1:2:4 i.e. 1 cement:2 coarse sand:4 graded stone aggregate of approved nominal size.
16.	C.C.1:3:6	Cement concrete 1:3:6 i.e. 1 cement:3 coarse sand:6 graded stone aggregate of approved nominal size.
17.	C.C.1:4:8	Cement concrete 1:4:8 i.e. 1 cement:4 coarse sand:8 graded stone aggregate of approved nominal size.
18.	C.C.1:5:10	Cement concrete 1:5:10 i.e. 1 cement:5 coarse sand:10 graded stone aggregate of approved nominal size.
19.	B.W.1:3	Brick work in cement mortar 1:3 i.e. 1 Cement : 3 coarse sand.
20.	B.W.1:4	Brick work in cement mortar 1:4 i.e. 1 Cement : 4 coarse sand.
21.	B.W.1:6	Brick work in cement mortar 1:6 i.e. 1 cement:6 coarse sand.
22.	R.C.C.	Reinforced cement concrete
23.	ISI	Indian Standard Institution.
24.	M.S.	Mild steel.



25.	M	Meter.
26.	Cm.	Centimeter.
27.	mm	Millimeter
28.	Kg.	Kilogram
29	Sq. m.	Square Meter
30.	A.C.	Asbestos Cement.
31.	C.P.	Chromium Plated.
32.	HDPE	High Density polyethylene
33.	S.F.R.C.	Steel Fiber Reinforced concrete.
34.	S.W.	Stone Ware.
35.	B.I.S.	Bureau of Indian standard.
36.	F.D.A.	Food Drug administration.
37.	C.B.R.I.	Central building Research institute.
38.	i/c	Including.
39.	S/S	Socketed & spigot
40.	NP-2	Non Pressure Class 2.
41.	NP-3	Non Pressure class-3
42.	C.M.1:2	Cement mortar (1 cement:2 coarse sand.)
43.	I.L.	Invert level.
44.	w.r.t.	With respect to
45.	P.O.L.	Petrol Oil and lubricants.
46.	GEB	Gujarat Electricity Board
47.	M-35	Design Mix Concrete of strength-M-35(As per IS:456)
48.	M-30	Design Mix Concrete of strength- M-30-do-
49.	M-25	Design Mix Concrete of strength-M-25 do--
50.	M-20	Ordinary cement Concrete of strength-M-20 do--
51.	M-15	Ordinary cement Concrete of strength-M-15 -do-
52.	Cum	Cubic meter
53.	CM 1:3	Cement mortar 1:3 (1Cement:3 coarse sand)
54.	CM 1:4	Cement mortar 1:4 (1Cement:4 coarse sand)
55.	CM 1:6	Cement mortar 1:6 (1Cement: 6 coarse sand)
56.	CGHS	Co-operative Group Housing Society
57.	DUs	Dwelling Units



58.	DP	Development Plan
59.	Hect.	Hectare
60.	BBL	Building Bye-Laws
61.	FAR/FSI	Floor Area Ratio, Floor space index
62.	ESS	Electric Sub-Station
63.	n.s.	Nominal Size
64.	CPWD	Central Public Works Department
65.	PWD	Public Works Department
66.	ECS	Equivalent Car Space
67.	CSC	Convenient Shopping Centre
68.	JV	Joint Venture
69.	EWS	Economical Weaker Section
70.	CGPCB	Central Govt. Pollution Control Board.
71.	St.PCB	State Pollution Control Board.
72.	PP-R	Poly propylene-Random-Co – Polymer
73.	CPVC	Chlorinated Polyvinyl-Chloride
74.	RTGS	Real Time Gross Settlement
75.	NEFT	National Electronic Fund Transfer
76.	UTR	Unique Transaction Reference
77.	SEAC	State Expert Appraisal Committee
78.	SEIAA	State Environment Impact Assessment Authority
79.	INTACH	Indian National Trust For Art and Cultural Heritage
80.	GFS	Gujarat Fire Service
81.	ISO	International Organization for Standardization
82.	IEC	International Electrotechnical Commission
83.	EIC	Engineer in charge
84.	PMC	Project management consultant
85.	TPI	Third party inspection consultant
86.	MEPF	Mechanical,Electrical,Plumbing,Fire consultant
87.	I.S.S.	Indian Standard Specification

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-

SIGNATURE OF CONTRACTOR SURAT SMART CITY DEVELOPMENT LTD.



SECTION XI- SCHEDULE A

ADDITIONAL INSTRUCTION FOR CEMENT AND STEEL : (SCHEDULE-A)

SSCDL shall not issued cement and reinforcement steel to be used for this work.

The cement and reinforcement steel required for the above said work shall be procured by contractor at its own cost. The brands for cement shall be Ambuja, Ultratech, Sanghi, Hathi, Siddhi, J.K. Laxmi - O.P.C. 53 grades company confirming to IS-12269/87 latest amendment ISO-9000 of 53 grade only.

Approved make of TMT reinforcement steel :- TMT Bars Fe-500 conforming to IS-1786:1985(reaffirmed 2004)TATA, SAIL, RINL, Electrotherm, National, JSW. [Only TMT Steel shall be used]as per confirming to IS 1786/85 latest amendment TMT Fe-415/Fe-500. TMT Steel shall be purchased by only manufacturing company/Authorised dealer/ Distributor/ Stockist only shall be allowed to use 6 mm plain steel shall be as per IS 2062/99 with latest emendment of any brand/make.

Any of the above mentioned brands of Cement and Reinforcement steel shall only be used by the contractor at the time of execution.

WASTAGE OF CEMENT AND REINFORCEMENT STEEL :

As the contractor is to bring the cement and steel, the question of considering the wastage on the basic of issue rate does not arise i.e. no separate payment shall be made for any kind of wastage in the materials.

The payment for reinforcement bar will be made on theoretical weight basis. The weight shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of MS/HYSD/TMT bar as mentioned in IS code No.1786.

The steel consumption eighter less than 7.5% of the standard consumption shall be penalised either at the double existing corporation issue rate or the prevailing market rate, whichever is more.

Similarly, for cement also, the less consumption beyond 5% shall be penalised at the double existing corporation issue rate or the prevailing market rate, whichever is more.

TESTING OF CEMENT AND STEEL :

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

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

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-



SECTION XII - MEMORANDUM

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

(1)	General Description of work	:-	Construction of IT Mac Center regarding Smart City Project at T.P.S.No.36 (Althan), F.P. No.01, Surat.
(2)	Estimate Cost	:-	Rs. 17,08,66,849.69 Ps.(with cost of cement and steel)(Prepared as per Schedule of Rates for, Surat Division -2015-16 & Market Rate for Non SOR Items)
(3)	Earnest Money Deposit	:-	Rs.17.10 lacs (Rs. Seventeen Lacs and ten Thousand Only)
(4)	Performance Security	:-	10% of Contract Value (Out of total Performance Security 10% of the contract value, initial Performance Security at 5% of the contract value shall be deposited by the bidder in the form of FDR/BG of listed nationalized Bank within 15 days on acceptance of tender, and remaining Performance Security shall be deducted from the each R.A. Bill at rate of 5%) In case of unbalanced offer being found by SMC/SSCDL contractor may be asked to deposit additional performance security as provided in the contract
(5)	Retention Money	:-	7 % of total amount of work done (shall be released at the time of final bill)
(6)	Time allowed for the completion of work from date fixed in written order to commence	:-	12 (Twelve) Months (excluding monsoon)
(7)	Penalty for delayed work	:-	In event of these Milestones not having being achieved, an amount computed at 0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained. Liquidated Damages shall start being retained as per contract on value of Remaining work on



			not achieving intermediate <u>Milestones 1,2,3.</u> The Liquidated damages shall be released without interest or charges if contractor achieves <u>Milestone 4</u> before completion of approved time limit including extension of time limit, if approved or else the same shall be adjusted as Liquidated Damages for delay in performance.
(8)	The progress of work should confirm to the following schedule		
	Financial Target (% of contract value) - 10%	:-	25 % of the time limit
	Financial Target (% of contract value) - 50%	:-	40 % of the time limit
	Financial Target (% of contract value) - 75%	:-	75 % of the time limit
	Financial Target (% of contract value) - 100%		100 % of the time limit
(9)	Defect liability period	:-	02 (Two) years after issue of completion certificate
(10)	Construction Cess	:-	1% of Total work done & to be deducted in every bill

SIGNATURE OF THE CONTRACTOR.

NAME AND ADDRESS :-

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED



SECTION XIII I.S. CODES

IS Code No.	Subject
GENERAL	
IS 4082	Stacking & storage of construction materials and components at site – Recommendations
IS 1200	Method of measurement of building and civil engineering work.(All Parts)
IS 1141	Seasoning of Timber – Code of practice
EARTH WORK	
IS 3674	Safety code for excavation work
IS 1498	Classification and identification of soils for general engineering purposes.
IS 1200 (Pt-1)	Method of measurement of earth work
IS 1200 (Pt-27)	Method of measurement of earth work (by Mechanical Appliances)
IS 4081	Safety code for Blasting and related drilling operation
IS 41000 (Part-IV)	Excavators
IS 6313 (Pt-II)	Anti Termite measures in buildings (pre-constructional)
IS 6313 (Pt-III)	Anti Termite measures in buildings for existing buildings
IS 6940	Methods of test for pesticides and their formulations
IS 8944	Chlorpyrifos emulsifiable concentrates
IS 8963	Chlorpyrifos – Technical specifications
IS 12138	Earth moving equipments
MORTARS	
IS 269	Specification for 33 grade ordinary Portland cement
IS 455	Specification for Portland slag cement
IS 650	Specification for standard sand for testing of cement
IS 1269	Specification for 53 grade ordinary Portland cement
IS 1542	Specification for sand for plaster
IS 2116	Specification for sand for masonry mortar
IS 2250	Code of practice for preparation and use of masonry Mortar
IS 3025	Method of sampling and test for water
IS 3406	Specification for masonry cement
IS 3812 (Part-I)	Specification for flyash for use as pozzolana in cement mortar and concrete
IS 3812 (Part-II)	Specification for flyash for use as admixture in cement mortar and concrete



IS 8041	Rapid hardening Portland cement
IS 8042	Specification for white cement
IS 8112	Specification for 43 grade ordinary Portland cement
IS 1298	Methods of test for determination of free lime in portland cement
IS 6452	High alumina cement for structural use
IS 1489	Portland Pozzolana Cement
CONCRETE WORK	
IS 383	Specification for coarse and fine aggregate from natural source for concrete
IS 303	Coarse and fine aggregates from natural sources for concrete
IS 1830	Methods for sampling of aggregates for concrete
IS 2386	Method of test for aggregates for concrete
(a) Part-I : Particle size and shape	
(b) Part-II : Estimation of deleterious materials and organic impurities	
(c) Part-III : Specific gravity, density, voids absorption and bulking	
(d) Part-IV : Mechanical properties	
(e) Part-V : Soundness	
IS 2505	General requirements for concrete vibrators –immersion type
IS 2506	General requirements for concrete vibrators – screedboard concrete vibrators
IS 2645	Specification for integral water proofing compounds for cement mortar and concrete
IS 761 (Part-I)	Code of practice for extreme weather concreting (Part-I) recommended practice for hot weather concreting
IS 7861 (Part-II)	Code of practice for extreme weather concreting (Part-II) recommended
IS 9103	Specification for concrete admixtures
IS 460	Test sieves
IS 1607	Methods for dry sieving
IS 1834	Hot applied sealing compounds for jointing concrete
REINFORCED CEMENT CONCRETE WORK	
IS 1904	Structural safety of buildings, shallow foundation
IS 1893	Criteria for earthquake resistant design of structures



IS 432 (Part-I)	Specification for mild steel and medium tensile steelbars and hard drawn steel wire for concretereinforcement part-I mild steel and medium tensilesteel bars
IS 432 (part-II)	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concretereinforcement part-II hard drawn steel wire
IS 456	Code of practice for plain and reinforced concrete
IS 516	Method of test for strength of concrete
IS 1200 (Part-II)	Method of measurement of building and civilingineering work – concrete work
IS 1200 (Part-V)	Method of measurement of building and civilingineering work – concrete work (Part 5 – Form work)
IS 1566	Specification for hard drawn steel wire fabric forconcrete requirement
IS 1599	Method of bend test
IS 1343	Code of practice for Prestressed Concrete
IS 1786	Specification for high strength deformed steel and wiresfor concrete reinforcement
IS 1791	Specification for batch type concrete mixes
IS 2502	Code of practice for bending and fixing of bars forconcrete reinforcement
IS 2751	Recommended practice for welding of mild steel plainand deformed bars for reinforced construction
IS 4925	Batch plants specification for concrete batching andmixing plant
IS 4926	Ready – Mixed Concrete
IS 6523	Specification for precast reinforced concrete door,window frames
IS 10262	Recommended guidelines for concrete mix design
IS 13311 (Part-I)	Indian standard for non-destructive testing of concrete.Method of test for ultrasonic pulse velocity
IS 13311 (Part-II)	Indian standard for non-destructive testing of concrete.Method of testing by rebound hammer.
IS 3370	Concrete structures for storage of liquids
IS 1568	Wire gauge for general purposes
IS 1139	Hot rolled mild steel and medium tensile steeled formed bars for concrete reinforcements
IS 2502	Code of practice for bending and fixing of bars forconcrete reinforcement
IS 2751	Code of practice for welding of mild steel bars used forreinforced



	concrete work
STEEL WORK	
IS 226	Structural steel
IS 2062	Steel for general structural purpose
IS 800	Code of practice for use of structural steel in general in steel construction
IS 806	Code of practice for use of steel Tubes in general building construction
IS 816	Code of practice for use of metal arc welding for general construction in mild steel
IS 818	Code of practice for safety and healthy requirements in electric and gas welding and cutting operations
IS 822	Code of procedure for inspection of welds
IS 1038	Steel doors, windows and ventilators
IS 1081	Code of practice for fixing and glazing of metal (Steel and aluminium) doors, windows and ventilators
IS 1161	Steel tubes for structural purposes
IS 1200 (Pt. VIII)	Method of measurements of steel work and iron works
IS 1367	Technical supply conditions for threaded steel fasteners
IS 1821	Dimensions for clearances holes for bolts and screws
IS 2074	Ready mixed paint, air drying red oxide zinc chrome priming
IS 4736	Hot – dip zinc coating on mild steel tubes
IS 4923	Hollow steel sections for structural use – specification
IS 6188	Metal rolling shutters and rolling grills
IS 7452	Specification for hot rolled steel sections for doors, windows and ventilators
BRICK WORK	
IS 712	Specification for building limes
IS 1077	Common burnt clay building bricks
IS 1200 (Part 3)	Method of measurements of brick works
IS 2212	Code of practice for brick work (1 st Revision)
IS 3495	Method of test for burnt clay building bricks
IS 5454	Methods of sampling of clay building bricks
IS 13757	Specification of burnt clay fly ash bricks
IS 2691	Burnt clay facing bricks
MARBLE WORK	
IS 1122	Method of test for determination of true specific gravity



	of natural building stones
IS 1118	Method of test for determination of water absorption,apparent specific gravity and porosity of naturalbuilding stones
IS 1130	Marble (blocks, slabs and tiles)
IS 4101 (Part-I)	Code of practice for external facing and veneers: Stonefacing
IS 14223 (Part-I)	Polished Building Stones (Part-I) Granite
WOOD WORK AND P.V.C. WORK	
IS 204 (Part-I)	Specification for tower bolts (ferrous bolt)
IS 208	Specification for door handles
IS 287	Recommendations for maximum permissible moisturecontents of timber used for different purpose
IS 303	Specification for plywood for general purposes
IS 401	Code of practice for preservation of timber
IS 453	Specification for double acting spring hinge
IS 710	Specifications for Marine Plywood
IS 1003 (Part-I)	Specification for timber paneled and glazed shutterPart-I (Door shutters)
IS 1003 (Part-II)	Specification for timber paneled and glazed shutterPart-II (Window and ventilator shutters)
IS 1200 Part-XIV	Method of measurement of building and civil engg.Work glazing
IS 1200 Part-XII	Wood work and joinery
IS 1328	Specification for veneered decorative plywood
IS 1341	Specification for steel butt hinges
IS 1659	Specification for block boards
IS 1823	Specification for floor door stopper
IS 1868	Specification for anodic coating on aluminium and itsalloy
IS 2046	-do- Decorative thermosetting synthetic resin bondedlaminated sheet
IS 2095	Specification for gypsum plaster board
IS 2202 (Pt I)	Specification for wooden flush door shutter, solid coretype (plywood face panels)
IS 2209	Specification for mortice lock (Vertical Type)
IS 2547	Specification for gypsum plaster
IS 3097	Specification for veneered particle board
IS 3564	Specification for door closer (hydraulically regulated)
IS 3847	Specification for mortice night latch
IS 5930	Specification for mortice latch



IS 7196	Specification for hold fast
IS 8756	Specification for mortice ball catch for use in woodenalmirah
IS 9308 (Part-II)	Specification for mechanically extracted coir fibres(Mattress coir fibres)
IS 12817	Specification for stainless steel butt hinges
IS 12823	Specification for wood products – Prelaminated particle Boards
IS 14900	Specifications for transparent float glass
IS 4021	Timber door, windows and ventilator frames.
IS 2191	Wooden flush door shutters (cellular and hollow coretype)
FLOORING	
IS 1200 (Part-XI)	Method of measurement of Building and CivilEngineering work (Part 11) paving, floor finishes, dadoand skirting
IS 1237-Edition 2.3	Specification for cement concrete flooring tiles
IS 1443	Code of practice for laying and finishing of cementconcrete flooring tiles
IS 2114	Code of practice for laying in-situ terrazzo floor finish
IS 3622	Specification for sand stone (Slab & Tiles)
IS 4457	Acid and / or alkali Resistant tiles
IS 5318	Code of practice for laying of hard wood parquet andwood block floors
IS 5766	Code of practice for laying of burnt clay brick floor
IS 13630 (Part-1 to 15)	Methods of Testing for ceramic tiles
IS 13712	Specification for ceramic tiles, definition, classificationcharacteristic and marking
IS 15622	Specification for pressed ceramic tile.
ROOFING	
IS 277	Galvanised steel sheets (Plain and corrugated)
IS 651	Glazed stoneware pipes and fittings
IS 1200 (Pt IX)	Method of measurements of building and civilengineering work : Part-9 Roof covering (includingcladding)
IS 1200 (Pt X)	Method of measurements of building and civilengineering work : Part-10 ceiling and lining
IS 2095 (Pt-1)	Gypsum plaster boards (Pt. 1) plain Gypsum plasterboards
IS 2935	Specification for flat transparent sheet glass
IS 459	Corrugated and semi corrugated asbestos cement sheet
FINISHING WORKS	
IS 1542	Sand for plaster



IS 1661	Code of practice for cement and cement-lime plasterfinishes on walls and Ceilings
IS 1625	Code of practice for preparation and use of lime mortarin buildings
IS 2250	Code of practice for preparation and use of masonarymortars
IS 712	Building limes
IS 1635	Code of practice for field slacking of lime andpreparation of putty.
IS 427	Distemper, dry colour as required
IS 428	Distemper, oil emulsion, colour as required
IS 6278	Code of practice for white washing and colour washing
IS 106	Ready mixed paint, brushing, priming for enamels foruse on wood.
IS 102	Ready mixed paint, brushing, red lead, non- setting,priming
IS 123	Ready mixed paint, brushing, finishing, semi-gloss, forgeneral purposes
IS 1477	Code of practice for painting of ferrous metals inbuildings
IS 2074	Ready mixed paint, red oxide-zinc chrome priming
IS 2339	Aluminium paint for general purposes in dual container
IS 2932	Enamel, synthetic, exterior, type 1
	(a) under coating,
	(b) finishing, colour as required
IS 137	Specification for ready mixed paint, brushing, matt oreggshell flat finishing interior to Indian Standard colouras required
IS 1131	Specification for enamel, interior
	(a) under coating (b) finishing.
IS 129	Specification for ready mixed paint, brushing, grey fillerfor enamel for use over primers
IS 533	Specification for gum spirit of turpentine (oil ofturpentine)
IS 101	Methods of tests for ready, mixed paint, & enamels
IS 118	Specification for ready mixed paint, brushing finishingsemi glossy for
(Part I) general purposes	
IS 2933	Enamel, Exterior
(a) Under Coating	
(b) Finishing	
IS 5410	Cement Paint
IS 5411	Plastic emulsion, Paint Part- I for interior use
IS 419	Specifications for putty for use in window frames
ROAD WORK	



IS 164	Ready mixed paint for road marking
IS 278	Specification for galvanized steel barbed wire for fencing
IS 1838 (Pt.1)	Specification for perforated filters for expansion joint in concrete pavements and structures (non extruding and resilient type / bitumen impregnated fibre)
IS 73	Paving bitumen with bitumen felts
IS 73-1992	Specification for paving bitumen
IS 1203	Method of testing tar and bituminous material Determination of penetration
WATER SUPPLY, SANITARY INSTALLATIONS & DRAINAGE	
IS 771 (Pt.1)	Specification for glazed fire clay sanitary appliances : part 1:General requirements
IS 1703	Water fittings – copper alloy float valves (horizontal plungertype) – Specification
IS 1729	Cast iron / Ductile iron Drainage Pipes and pipe fittings for Overground non-pressure pipe line Socket and Spigot Series
IS 1795	Specification for pillar taps for water supply purposes
IS 2326	Specification for Automatic Flushing Cisterns for Urinals (Other than plastic cisterns)
IS 2548 (Part-1)	Plastic seats and covers for water closets Part 1 : Thermo set seats and covers – Specifications
IS 2548 (Part-2)	Plastic seats and covers for water closets Part 2 : Thermoplastic seats and covers specification
S 2556	Vitreous sanitary appliances (vitreous china) – Specifications
IS 2556 (Part-1)	Part-1: General requirements
IS 2556 (Part-2)	Part-2 : Specific requirements of wash-down water closets
IS 2556 (Part-4)	Part-4 : Specific requirements of wash basins
IS 2556 (Part-6)	Part-6 : Specific requirements of Urinals & Partitions plates
IS 2556 (Part-7)	Part-7 : Specific requirements of accessories for sanitary appliances
IS 2963	Specification for copper alloy waste fittings for wash basins and sinks
IS 3076	Specification for low density polyethylene pipes for potable water supplies
IS 4827	Specification for electroplated coating of nickel and chromium on copper



	and copper alloys
IS 4984	Specification for high density polyethylene pipes for potablewater supplies
IS 4985	Unplasticised PVC pipes for potable water supply –Specifications
IS 7231	Plastic flushing cisterns for water closets and urinals –Specifications
IS 13983	Stainless steel sinks for domestic purposes – Specifications
IS 774	Specification for flushing cistern for water closets and urinals
IS 775	Specification for cast iron brackets and supports for wash basinsand sink.
IS 778	Specification for cast copper alloy gate and check valves forwater works.
IS 651	Specification for salt glazed stoneware pipes and fittings.
IS 3597	Method of test for concrete pipes
IS 1239	Mild steel tubes and tubulars
IS 1711	Self closing taps
IS 1726	Cast iron manhole covers and frames intended for use indrainage works
IS 1742	Code of practice for building drainage
IS 2065	Code of practice for water supply in buildings
IS 1870	Code of practice for design and construction of septic tank
IS 2693	Non-ferrous waste fittings for wash basins and sink
IS 4127	Code of practice for laying of glazed stoneware pipes
IS 4346	Washers for water taps for cold water services
IS 778	Gun metal gate, globe and check valves for water services
IS 7634	Laying and jointing for polythene pipes and PVC pipes (Part I tollI)
IS 8008 Part I	Specification for injection Moulded HDPE fittings for potable toIV) water supplies
IS 3844	Code of practice for installation of internal fire hydrants in multistorey buildings
IS 780	Specification for sluice valves for water works purposes (50 to300 mm size)
IS 781	Specification for cast copper alloy screw down bib taps and stopvalves for water services
IS 782	Specification for caulking lead
IS 909	Underground fire hydrant, sluice valve type – Specification
IS 2692	Ferrules for water services – Specification
IS 15450	PE-AL-PE Pipes for hot and cold water supplies – Specifications
IS 15778	Chlorinated Polyvinyl Chloride (CPVC) pipes for potable hot andcold water



	distribution supplies – Specifications
IS 1230	Cast iron rain water pipes and fittings
IS 1626	Asbestos cement building pipes, gutters and fittings (Spigot and socket type)
IS 2527	Code of practice for fixing rainwater gutters and downpipes for roof drainage
IS 458	Pre-cast concrete pipes (with and without reinforcement)
IS 783	Code of practice for laying concrete pipes
IS 1728	Specification for Cast Iron Manhole Covers and Frames
IS 4127	Code of practice for Laying of Glazed Stone Ware Pipes
IS 12592	Pre-cast Concrete Manhole Covers and Frames-Specifications
IS 5382	Specification for rubber sealing rings for gas mains, water mains and sewers
IS 13592	Unplasticised polyvinyl chloride (UPVC) pipes for soil and Waste discharge system for inside and outside building
ALUMINIUM WORK	
IS 733	Wrought Aluminium Alloys, Bars, Rods and Sections (For General Engineering Purposes) – Specification
IS 737	Wrought Aluminium and aluminium alloy sheet
IS 1285	Wrought Aluminium and Aluminum Alloy, Extruded Round Tube and Hollow sections (for General Engineering Purposes) – Specification
IS 1868	Anodic coating on Aluminium and its alloy – Specification
IS 1948	Specification for Aluminium Doors, Windows and Ventilators
IS 5523	Method of testing anodic coating on aluminum and its alloys
IS 6012	Measurement of coating thickness by Eddy Current Method
IS 6315	Floor springs (Hydraulic regulated) for heavy doors – Specifications
IS 6477	Dimensions of extruded hollow section and tolerances
IS 14900	Transparent Float Glass – Specifications
WATER PROOFING TREATMENT	
IS 3370 (Part 1)	Code of practice for concrete structures for the storage of liquid: Part-1 General Requirements

Note : The latest IS code provisions shall be adopted.

SIGNATURE OF THE CONTRACTOR.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

NAME AND ADDRESS :-

SIGNATURE OF CONTRACTOR

SURAT SMART CITY DEVELOPMENT LTD.



ADVANCE STAMP RECEIPT

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

(Name of the work)

Date :- Revenue Stamp

Signature of the Tenderer.

f.w.c. to the C.F.O.,

2. For remarks whether thedeposit amounting to Rs. placed on by Shri/M/s. in connection with the work of stands in full in the name of the aforesaid party (R.No. dated))

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED

F.W.Cs. to GENERAL MANAGER (IT), SSCDL

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

C.F.O.

Submitted,

For favour of sanction of refund Rs. being the amount of deposit placed on vide Receipt No. by Shri/M/s. in connection with the work of

as the tender of the above party has been accepted / had not been accepted and the concerned contractor has paid security deposit of Rs. for the above referred work on Dt. The party has also executed an agreement for the above work. The above deposit stands in full in the name of the said party as certified by the Accountant on The expenditure will be debited on B.H.G. Tender Deposit Account.

Assistant Engineer / Jr. Engineer.

Dy. Engineer, Sanctioned Accordingly.

GENERAL MANAGER (IT)
SURAT SMART CITY DEVELOPMENT LIMITED