


કાર્યપાલક ઈજનેર સેન્ટ્રલ ઝોન		સુરત મહાનગરપાલિકા સેન્ટ્રલ ઝોન, નવુ વહીવટી ભવન મુગલીસરા મેઈન રોડ, સુરત. Ext. ૨૦૫ કન્ટ્રોલ રૂમ : ટે.નં. ૨૪૨૦૫૪૭ ફેક્સ : ૨૪૨૦૫૪૮
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પ્રતિ,

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વિષય:— સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામ બાબત.

સંદર્ભ:— સંદર્ભ:— સ્થા.સ. ઠ.નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ ના મંજૂર ભાવે અને શરતે.

મહાશય,

ઉપરોક્ત વિષય અને સંદર્ભ અન્વયે જણાવવાનું કે, સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાની કામગીરી સ્થાયી સમિતિ ઠરાવ નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ ના મંજૂર ભાવે અને શરતોને આધિન રૂા. ૧૩,૫૪,૫૮૧-૪૮ પૈ. (GST અલગથી) ની મર્યાદામાં ઉક્ત વિષય મુજબની કામગીરી કરાવવાનું કામ મંજૂર કરવામાં આવેલ છે.

ઉપરોક્ત કામગીરી રૂા. ૧૩,૫૪,૫૮૧-૪૮ પૈ. (GST અલગથી) ની મર્યાદામાં સ્થા.સ.ઠ.નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ થી મંજૂર થયેલ યુનિટ રેટના મંજૂર ભાવે અને શરતે કામ કરવા સંમત હોય તો આપશ્રીની લેખિત સંમતિ તેમજ નીચે જણાવેલ ડોક્યુમેન્ટ બંધ કવરમાં તા. ૦૮/૦૭/૨૦૨૨ સુધીમાં સેન્ટ્રલ ઝોન ખાતે મોકલી આપવા વિનંતી. ઉપરોક્ત જણાવેલ તારીખ પછી કોઈ બંધ કવર સ્વીકારવામાં આવશે નહીં.

:- શ ર તો :-

૧. અર્નેસ્ટમની ડીપોઝીટની રકમ કમિશનરશ્રી, સુરત મહાનગર પાલિકાના નામનો સુરતની રાષ્ટ્રીયકૃત શીડયુલ બેંકના ડીમાન્ડ ડ્રાફ્ટ / પે. ઓર્ડરથી સંમતિપત્રક સાથે રૂા. ૧૪,૦૦૦/-ની આપવાની રહેશે.
૨. ઈજારદારે 'ઈ-૨ વર્ગ' રજીસ્ટ્રેશન સર્ટીફિકેટની પ્રમાણિત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.
૩. ઈજારદારે અંદાજીત રકમના ૨૦% એટલે કે રૂા. ૩,૦૦,૦૦૦/- કે તેથી વધુ રકમની વર્તમાન(ચાલુ) વર્ષની રાષ્ટ્રીયકૃત બેંકની સોલવંશી સર્ટીફિકેટ સંમતિપત્રક સાથે આપવાની રહેશે.
૪. ઈજારદારે પૂર્ણ કરેલ કામના/ અનુભવના સર્ટીફિકેટ (Form 3A) ની પ્રમાણિત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.

➤ ઈજારદારે છેલ્લા ૦૭ (સાત) વર્ષના સરખા પ્રકારના પૂર્ણ કરેલ કામ.

→ અંદાજીત રકમના ૪૦% એટલે કે રૂા. ૬,૦૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૩(ત્રણ)સરખા પ્રકારના પૂર્ણ કરેલ કામ.

અથવા

→ અંદાજીત રકમના ૫૦% એટલે કે રૂા. ૭,૫૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૨(બે)સરખા પ્રકારના પૂર્ણ કરેલ કામ.

અથવા

→ અંદાજીત રકમના ૮૦% એટલે કે રૂ. ૧૨,૦૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૧ (એક) સરખા પ્રકારના પૂર્ણ કરેલ કામ.

ટેન્ડરના ટેકનીકલ બીડમાં જણાવેલ શરતો મુજબ ઈજારદારે પૂર્ણ કરેલ કામના કુલ વર્કડન પર નાણાકીય વર્ષ મુજબ મલ્ટિપ્લાઈંગ ફેક્ટર ગણતરીમાં લેવાશે.

૫. ઈજારદારે છેલ્લા ૦૩ (ત્રણ) વર્ષના ટર્ન ઓવર સી.એ. ના લેટરપેડ પર સંમતિપત્રક સાથે આપવાના રહેશે.
૬. ઈજારદારે GST રજીસ્ટ્રેશન સર્ટીફિકેટની પ્રમાણીત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.
૭. ઈજારદારે પાન કાર્ડ રજુ કરવાનું રહેશે.
૮. ઈજારદાર મૂળ શીડયુલ-બી માં જણાવેલ ભાવ અને મૂળ ટેકનીકલ બીડની શરતો ને બંધનકર્તા રહેશે.
૯. કોઈપણ અથવા બધા જ સંમતિપત્રકો રદ કરવાનો અધિકાર સુરત મહાનગર પાલિકાને અબાધિત રહેશે તે અંગે કોઈપણ કારણો આપવામાં આવશે નહીં.
૧૦. તમામ પ્રકારના વેરા ઈજારદારે ભોગવવાના રહેશે.
૧૧. તમામ સરકારી / અર્ધ સરકારી લાગુ પડતા કાયદાનું ઈજારદારે પાલન કરવાનું રહેશે.
૧૨. સદર કામગીરી બાબતે અત્રેના હાઉસીંગ વિભાગના ટેકનીકલ સ્ટાફનો સંપર્ક કરવો.
૧૩. સદર કામગીરી ઉક્ત મંજૂર થયેલ ટેન્ડરના Detail Technical Specification મુજબ કરવાની રહેશે.

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

સ.ર. એકઝી. આસી.શ્રી(આઈ.એસ.ડી.) પ્રતિ,

સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામે સંમતિ પત્રક મંગાવવામાં આવેલ છે. જેને સુરત મહાનગરપાલિકાની વેબસાઈટ પર પ્રસિધ્ધ કરવાનું હોય, આ પત્ર અપલોડ કરવા ઘટતું થવા વિનંતી.

કામનું નામ	:—	સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાનું કામ.
શરૂઆતની તારીખ	:—	તા. ૩૦/૦૬/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી
અંતિમ તારીખ	:—	તા. ૦૮/૦૭/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી

નં. સી.ઝેડ/એન્જી./આઉટ/૧૩૪૯
તા. ૨૯/૦૬/૨૦૨૨

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

સ.ર. એકઝી. આસી.શ્રી(આઈ.એસ.ડી.) પ્રતિ,

સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામે સંમતિ પત્રક મંગાવવામાં આવેલ છે. જેને સુરત મહાનગરપાલિકાની વેબસાઈટ પર પ્રસિધ્ધ કરવાનું હોય, આ પત્ર અપલોડ કરવા ઘટતું થવા વિનંતી.

કામનું નામ	:—	સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાનું કામ.
શરૂઆતની તારીખ	:—	તા. ૩૦/૦૬/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી
અંતિમ તારીખ	:—	તા. ૦૮/૦૭/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી

નં. સી.ઝેડ/એન્જી./આઉટ/૧૩૪૯
તા. ૨૯/૦૬/૨૦૨૨

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

કાર્યપાલક ઈજનેર સેન્ટ્રલ ઝોન		સુરત મહાનગરપાલિકા સેન્ટ્રલ ઝોન, નવુ વહીવટી ભવન મુગલીસરા મેઈન રોડ, સુરત. Ext. ૨૦૫ કન્ટ્રોલ રૂમ : ટે.નં. ૨૪૨૦૫૪૭ ફેક્સ : ૨૪૨૦૫૪૮
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પ્રતિ,

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વિષય:— સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામ બાબત.

સંદર્ભ:— સંદર્ભ:— સ્થા.સ. ઠ.નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ ના મંજૂર ભાવે અને શરતે.

મહાશય,

ઉપરોક્ત વિષય અને સંદર્ભ અન્વયે જણાવવાનું કે, સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાની કામગીરી સ્થાયી સમિતિ ઠરાવ નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ ના મંજૂર ભાવે અને શરતોને આધિન રૂા. ૧૩,૫૪,૫૮૧-૪૮ પૈ. (GST અલગથી) ની મર્યાદામાં ઉક્ત વિષય મુજબની કામગીરી કરાવવાનું કામ મંજૂર કરવામાં આવેલ છે.

ઉપરોક્ત કામગીરી રૂા. ૧૩,૫૪,૫૮૧-૪૮ પૈ. (GST અલગથી) ની મર્યાદામાં સ્થા.સ.ઠ.નં. ૧૦૭/૨૦૧૯, તા. ૨૪/૦૧/૨૦૧૯ થી મંજૂર થયેલ યુનિટ રેટના મંજૂર ભાવે અને શરતે કામ કરવા સંમત હોય તો આપશ્રીની લેખિત સંમતિ તેમજ નીચે જણાવેલ ડોક્યુમેન્ટ બંધ કવરમાં તા. ૦૮/૦૭/૨૦૨૨ સુધીમાં સેન્ટ્રલ ઝોન ખાતે મોકલી આપવા વિનંતી. ઉપરોક્ત જણાવેલ તારીખ પછી કોઈ બંધ કવર સ્વીકારવામાં આવશે નહીં.

:- શ ર તો :-

૧. અર્નેસ્ટમની ડીપોઝીટની રકમ કમિશનરશ્રી, સુરત મહાનગર પાલિકાના નામનો સુરતની રાષ્ટ્રીયકૃત શીડયુલ બેંકના ડીમાન્ડ ડ્રાફ્ટ / પે. ઓર્ડરથી સંમતિપત્રક સાથે રૂા. ૧૪,૦૦૦/-ની આપવાની રહેશે.
૨. ઈજારદારે 'ઈ-૨ વર્ગ' રજીસ્ટ્રેશન સર્ટીફિકેટની પ્રમાણિત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.
૩. ઈજારદારે અંદાજીત રકમના ૨૦% એટલે કે રૂા. ૩,૦૦,૦૦૦/- કે તેથી વધુ રકમની વર્તમાન(ચાલુ) વર્ષની રાષ્ટ્રીયકૃત બેંકની સોલવંશી સર્ટીફિકેટ સંમતિપત્રક સાથે આપવાની રહેશે.
૪. ઈજારદારે પૂર્ણ કરેલ કામના/ અનુભવના સર્ટીફિકેટ (Form 3A) ની પ્રમાણિત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.

➤ ઈજારદારે છેલ્લા ૦૭ (સાત) વર્ષના સરખા પ્રકારના પૂર્ણ કરેલ કામ.

→ અંદાજીત રકમના ૪૦% એટલે કે રૂા. ૬,૦૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૩(ત્રણ)સરખા પ્રકારના પૂર્ણ કરેલ કામ.

અથવા

→ અંદાજીત રકમના ૫૦% એટલે કે રૂા. ૭,૫૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૨(બે)સરખા પ્રકારના પૂર્ણ કરેલ કામ.

અથવા

→ અંદાજીત રકમના ૮૦% એટલે કે રૂ. ૧૨,૦૦,૦૦૦/-કે તેથી વધુ રકમ ના ૦૧ (એક) સરખા પ્રકારના પૂર્ણ કરેલ કામ.

ટેન્ડરના ટેકનીકલ બીડમાં જણાવેલ શરતો મુજબ ઈજારદારે પૂર્ણ કરેલ કામના કુલ વર્કડન પર નાણાકીય વર્ષ મુજબ મલ્ટિપ્લાઈંગ ફેક્ટર ગણતરીમાં લેવાશે.

૫. ઈજારદારે છેલ્લા ૦૩(ત્રણ) વર્ષના ટર્ન ઓવર સી.એ. ના લેટરપેડ પર સંમતિપત્રક સાથે આપવાના રહેશે.
૬. ઈજારદારે GST રજીસ્ટ્રેશન સર્ટીફિકેટની પ્રમાણીત નકલ સંમતિપત્રક સાથે આપવાની રહેશે.
૭. ઈજારદારે પાન કાર્ડ રજુ કરવાનું રહેશે.
૮. ઈજારદાર મૂળ શીડયુલ-બી માં જણાવેલ ભાવ અને મૂળ ટેકનીકલ બીડની શરતો ને બંધનકર્તા રહેશે.
૯. કોઈપણ અથવા બધા જ સંમતિપત્રકો રદ કરવાનો અધિકાર સુરત મહાનગર પાલિકાને અબાધિત રહેશે તે અંગે કોઈપણ કારણો આપવામાં આવશે નહીં.
૧૦. તમામ પ્રકારના વેરા ઈજારદારે ભોગવવાના રહેશે.
૧૧. તમામ સરકારી / અર્ધ સરકારી લાગુ પડતા કાયદાનું ઈજારદારે પાલન કરવાનું રહેશે.
૧૨. સદર કામગીરી બાબતે અત્રેના હાઉસીંગ વિભાગના ટેકનીકલ સ્ટાફનો સંપર્ક કરવો.
૧૩. સદર કામગીરી ઉક્ત મંજૂર થયેલ ટેન્ડરના Detail Technical Specification મુજબ કરવાની રહેશે.

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

સ.ર. એકઝી. આસી.શ્રી(આઈ.એસ.ડી.) પ્રતિ,

સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામે સંમતિ પત્રક મંગાવવામાં આવેલ છે. જેને સુરત મહાનગરપાલિકાની વેબસાઈડ પર પ્રસિધ્ધ કરવાનું હોય, આ પત્ર અપલોડ કરવા ઘટતું થવા વિનંતી.

કામનું નામ	:—	સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાનું કામ.
શરૂઆતની તારીખ	:—	તા. ૩૦/૦૬/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી
અંતિમ તારીખ	:—	તા. ૦૮/૦૭/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી

નં. સી.ઝેડ/એન્જી./આઉટ/૧૩૪૯
તા. ૨૯/૦૬/૨૦૨૨

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

સ.ર. એકઝી. આસી.શ્રી(આઈ.એસ.ડી.) પ્રતિ,

સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામે સંમતિ પત્રક મંગાવવામાં આવેલ છે. જેને સુરત મહાનગરપાલિકાની વેબસાઈડ પર પ્રસિધ્ધ કરવાનું હોય, આ પત્ર અપલોડ કરવા ઘટતું થવા વિનંતી.

કામનું નામ	:—	સેન્ટ્રલ ઝોન વિસ્તારમાં આવેલ મ્યુનિ. બાગ બગીચાઓમાં હાલની તેમજ ભવિષ્યની જરૂરીયાત મુજબ બાળકો માટે પ્લે એરીયામાં રમત ગમતના સાધનો સપ્લાય કરી ફીટ કરવાનું કામ.
શરૂઆતની તારીખ	:—	તા. ૩૦/૦૬/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી
અંતિમ તારીખ	:—	તા. ૦૮/૦૭/૨૦૨૨ ના સાંજે ૫.૦૦ કલાક થી

નં. સી.ઝેડ/એન્જી./આઉટ/૧૩૪૯
તા. ૨૯/૦૬/૨૦૨૨

કાર્યપાલક ઈજનેર
સેન્ટ્રલ ઝોન
સુરત મહાનગરપાલિકા

SURAT MUNICIPAL CORPORATION					
CENTRAL ZONE					
ANNUAL RATE CONTRACT FOR PROVIDING & FIXING OF NEW PLAYING EQUIPMENTS AT VARIOUS MUNICIPAL GARDENS OF CENTRAL ZONE, SURAT.					
ESTIMATE					
Sr.	ITEM	Qty.	Rate	Per	Amount
1	Multi Activity Play System -1	0.00	80050.68	No.	0.00
2	Multi Activity Play System -2	0.00	167276.31	No.	0.00
3	Multi Activity Play System -3	0.00	403685.10	No.	0.00
4	Multi Activity Play System -4	0.00	585900.00	No.	0.00
5	Crescent Slide	0.00	136800.00	No.	0.00
6	Double lane Slide	3.00	108900.00	No.	326700.00
7	Roto Straigh Slide-5'	2.00	46150.32	No.	92300.64
8	Roto Wave Slide-5'	0.00	44262.42	No.	0.00
9	Roto Straigh Slide-7'	3.00	72216.36	No.	216649.08
10	Roto Wave Slide-7'	1.00	53134.62	No.	53134.62
11	Four seater arc swing	2.00	56790.00	No.	113580.00
12	Double seater arc swing	4.00	36000.00	No.	144000.00
13	Circular Swing	0.00	27900.00	No.	0.00
14	Flying Butterfly	0.00	27900.00	No.	0.00
15	Hopping Pad	0.00	27000.00	No.	0.00
16	Sky Rocker	0.00	18172.20	No.	0.00
17	Roto Crawl Tube	0.00	63000.00	No.	0.00
18	Animal M.G.R.	0.00	33300.00	No.	0.00
19	Platform M.G.R.	0.00	45990.00	No.	0.00
20	FRP Platform M.G.R.	0.00	49500.00	No.	0.00
21	Four Seater M.G.R.	0.00	29790.00	No.	0.00
22	Dolphin See Saw	0.00	21600.00	No.	0.00
23	Standard See-Saw	3.00	10947.96	No.	32843.88
24	Multi Seater See-Saw	3.00	19890.00	No.	59670.00
25	Combination Set 3 in 1	1.00	33390.00	No.	33390.00
26	Combination Set 4 in 1	1.00	39600.00	No.	39600.00
27	Mini Slide	3.00	24193.02	No.	72579.06
28	Mini Wave Slide	0.00	24609.66	No.	0.00
29	Toddler Swing	6.00	28355.70	No.	170134.20
30	Spring Rider Duck	0.00	12600.00	No.	0.00
31	Spring Rider Racer	0.00	18000.00	No.	0.00
32	S Loop Climber	0.00	30600.00	No.	0.00
33	Bridge Ladder	0.00	27000.00	No.	0.00
34	Sunset Scrambler	0.00	30690.00	No.	0.00
35	S' Bridge Ladder	0.00	30690.00	No.	0.00
36	Loop Rung	0.00	29700.00	No.	0.00
37	A to B Scrambler	0.00	30600.00	No.	0.00
38	Satellite Scrambler	0.00	45900.00	No.	0.00
39	Funnel Scrambler	0.00	36376.02	No.	0.00
40	Turbo Tower	0.00	33930.00	No.	0.00
		TOTAL			1354581.48

EXECUTIVE ENGINEER
CENTRAL ZONE
SURAT MUNICIPAL CORPORATION



SURAT MUNICIPAL CORPORATION GARDEN PROJECT CELL



Bidding Documents for

**Name of Work:- Providing, Supplying & fixing of Play Equipment in various
Garden in SMC limit**

**(Instruction to Bidders (PQ), Qualification Forms, GCC, SCC, Technical Specifications,
Drawings)**

BIDDING DOCUMENT – QUOTE THE RATE CONTRACT

(Technical Bid)

VOLUME - 1

September - 2018

Client:

The Municipal Commissioner,
Surat Municipal Corporation,
Mughal Sarai, Surat-395 003



SURAT MUNICIPAL CORPORATION

GARDEN PROJECT CELL

TENDER DOCUMENT

Name of Work:- Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.

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Surat Municipal Corporation

Tender Notice (On line) No. Addl.City Engineer/PPG(Project Cell)/ 04 /2018-1

On line tender consisting of Post-Qualification, Technical & Price Bid duly super scribed are invited so as to reach “Chief Accountant, Surat Municipal Corporation, Surat-395003.” on or before the date mentioned below.

Tender Notice No.	(On line) No. Dy.Mun.Commissioner/PPG(Project Cell)/04/2018-19	
Organization Name	SURAT MUNICIPAL CORPORATION	
Department Name	GARDEN PROJECT CELL	
Name of Work	Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.	
Tender Notice	(On line) No. Dy.Mun.Commissioner/PPG(Project Cell)/04/2018-19	
Tender Type	(On line) Open - Quote the Rate	
Bidder Nationality	NCB	
Product	Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees.	
Joint Venture	Not Allowed	
Registration Class	Manufacturer / Authorise dealers for Manufactur	
Schedule of E-Tender	Downloading of Tender Documents	10/09/2018 to 29/09/2018 up to 18:00 hrs.
	Pre-Bid Meeting	Bidders shall have to post their queries on E-Mail address exen.housing@suratmunicipal.org on or before 19/09/2018 Time upto 11:00 Hrs.
	Last date of online submission of Tender documents (PQ supporting documents, submission of eligibility & qualification documents duly signed & notarised scan copy of EMD & tender fees along with duly filled & duly signed forms and Price Bid) :-	Shall be submitted online on or before 29/09/2018 up to 18:00 hrs.
	Submission of Technical Bid VOL,-1, Technical bid, Tender fee, EMD & Addenda-Corrigendum if any in Hard copy. CD having all the duly filled qualification forms, certificates etc. both in PDF & excel format shall be also submitted along with Technical bid. (Physical Submission only)	Between 01/10/2018 to 08/10/2018 up to 17:00 Hrs. at the office of “Chief Accountant, Surat Municipal Corporation, Muglisara, by Speed Post/RPAD only.” In sealed cover duly super scribed with name of work and tender notice no.



	Opening of Technical Bid along with Eligibility and Qualification Submissions documents (i.e Opening of Physically submitted Documents)	If possible on 12/10/2018 at 16:00 hrs. in the office of Executive Engineer, Solid Waste Management Dept., Surat Municipal Corporation, Surat.
	Opening of Price Bid, (Online)	INTIMATED LATER (ON LINE)
	Bid validity period	120 days from the date of opening of price bid.
	Project Completion	24 months (Excluding monsoon).
Payment Details	Document Fee	Rs.2400/- + 12 % (GST) Rs.288 = Rs.2688/- In form of Account Payee Demand Draft payable in favor of "The Commissioner, Surat Municipal Corporation". This Demand Draft shall be from the list of Approved Banks to SMC.
	EMD (BID SECURITY)	Rs.1,00,000 /- (hereinafter referred to as "Bid Security" or "EMD") The Earnest Money Deposit is to be deposited by pay order/ Demand Draft issued in favour of The Commissioner, Surat Municipal Corporation, Surat through Nationalized Bank as well as Banks specified in Tender Documents only. The earnest money deposited in the form of FDR or Cheque shall not be accepted. Note:- Demand Draft for E.M.D. & Tender Fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original through RPAD / Speed Post so as to reach to Account Department (Main Office) within 7 days from the last date of uploading. Penaltative action for not submitting D.D. in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for One year. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.
	Estimated Value	Rs.1,00,00,000.00 Ps.
General Terms & Conditions	Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act.2000. Bidders can procure this certificate from any of the Government approved certifying agency	



	<p>i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD (BID SECURITY). The Bidder should submit all the forms electronically only.</p> <p>The CD containing technical & financial details required for evaluation dully digitally signed.</p> <p>Power of attorney.</p> <p>Company's profile and certificate of registration of company under the law.</p> <p>DOWNLOAD OF TENDER DOCUMENT :</p> <p>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 :</p> <p>Bidder shall submit their offer in electronic format on above mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same. Price bid in physical form will not be accepted and any such offer if received by SURAT MUNICIPAL CORPORATION will be out rightly rejected. Bidder shall have to submit separate account payee DD for Tender Fee & EMD drawn in favour of Commissioner, Surat Municipal Corporation, Surat.</p>
	<p>OPENING OF TENDER:-</p> <p>The Tender Bids will be opened on the specified date & venue. Bidders who wish to remain present at Surat Municipal Corporation, Chief Fire officer's office, at the time of tender opening can do so. Only one representative of each firm will be allowed to remain present.</p>
Information for online participation	<p>(a) Internet site address for e-Tendering activities will be https://smc.nprocure.com</p> <p>(b) Interested bidders can view detailed tender notice and download tender document from the above mentioned website.</p> <p>(c) 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 of their own in registration process.</p> <p>(d) Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p>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</p>



	<p>e-Mail: URL: https://smc.nprocure.com</p> <p>(e) Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, Technical Bid of tender i.e. PQ (Technical) Or experience details and Price bid only.</p> <p>(f) Bidder should upload scan copies of reference documents in support of their eligibility of the bid.</p> <p>(g) 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, Volumes of tender document & Reference Documents as instructed by tendering authority.</p>
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Dy.Mun.Commissioner
Surat Municipal Corporation



**SURAT MUNICIPAL CORPORATION
GARDEN PROJECT CELL**

NOTE (A):

- 1) Tender once offered shall not be withdrawn except with the permission of Municipal Commissioner.
- 2) Tender once accepted shall be binding to the contractor even if the formal agreement is not signed.
- 3) Items may vary with regards to their quantities if necessity arises.
- 4) All duties chargeable by the Municipal Corporation will be payable by the contractor.
- 5) Every partner of a firm shall have to sign the tender document otherwise the same will not be considered.
- 6) No work shall be done between sunset and sunrise or on Sundays and Public Holidays. But if required / allowed, overtime allowance for the period over that office hours to the Municipal Staff engaged with the work shall be borne by the contractor.
- 7) Description of every specification is prepared on the concerned I.S. Code basic. For easy conversation the latest version of related I.S. Code shall be considered.

Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



1.0 NOTICE INVITING TENDER

(A) RECEIPT AND OPENING OF TENDER :

Online Tenders will be received from the established and reliable contractors on or before 18.00 hours on **29-09-2018** on website smc.nprocure.com. The tender received after due time and date specified will not be accepted.

(B) NAME OF WORK:- **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit**

1.	ESTIMATED COST	: RS. 1,00,00,000.00 Ps.
2.	EARNEST MONEY DEPOSIT	: RS. 1,00,000.00
3.	TIME LIMIT	: 24 (Twenty Four) months [Including monsoon]
4.	Document Fee	: Rs. Rs.2400/- + 12 % (GST) Rs.288
4.	Document Fee	= Rs.2688/-
5.	Registration required	: Manufacturer / Authorise dealers for Manufacture

(C) OPENING OF TENDERS :

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

(D) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from smc.nprocure.com from **10/09/2018 to 29/09/2018 up to 18.00 hrs..**

Tender documents fees as above per set which is required for submission of tender towards the cost of tender documents in cash, pay order or by demand draft of any nationalized bank, in favour of "The Commissioner, Surat Municipal Corporation" payable at Surat and shall be submitted along with EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. The Surat Municipal Corporation shall not be liable for any postal delay in any case.

(E) CONTRACT PERIOD :

The total contract period is hereby fixed as **24 (Twenty Four) months including monsoon** from the 10th Day of issuance of work order.



- (F) Tenderer must comply with and agree to all instructions & requirements in the Notice and in the Instructions to Tenderers, including requirements in the Contract Documents.
- (a) All tenders must be submitted in the prescribed Tender form.
 - (b) Each Tender must be accompanied by the completion Schedule.
 - (c) Each tender must be accompanied by the Tender Security (Earnest Money Deposit) Rs. **1,00,000/-** as specified in the **IT-07**.
 - (d) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.
 - (e) The successful Tenderer will be required to furnish a performance bond (Security Deposit) as mentioned in the Tender.
 - (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
 - (g) The Surat Municipal Corporation may withhold issuance of the Notice of proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
 - (h) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
 - (i) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.

(G) RECEIPT OF TENDER DOCUMENTS :

The following details are to be submitted online on smc.nprocure.com :

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

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

- a. Tender fees in prescribed format
- b. Earnest Money Deposit in prescribed format
- c. Annexure I to X along with all necessary supporting documents

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

(H) Tender Validity Period :

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



(I) Rights Reserved :

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

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

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

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

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



2.0 CHECK LIST

1. Tenderers to note last date and time of submission of Tender Fees, EMD and other documents and that they are to be posted by Registered Post A. D. / Speed Post only.
2. Tender (Technical Bids and Documents) should be duly sealed and the covering envelope is to be only super scribed as **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.**
3. Tender Security Bond for Earnest Money Deposit should be submitted as per Articles **IT-07** (Earnest Money Deposit)
4. Conditional tender will be rejected outright by the Surat Municipal Corporation, without giving any reason.
5. All information as demanded should be submitted.
6. Information regarding capability etc. as per clause No.**IT-04** (General Performance Data) should be submitted in hard copy along with tender fee and EMD.
7. Please verify before SEALING that Tender (Technical Bids and Documents) are signed, wherever required in each and every respect.



DECLARATION FORM

(1) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situation regarding materials, labour and other factors pertaining to the work before submitting this tender.

(2) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other tender documents of this work and agree to execute the same accordingly.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



3.0 INSTRUCTION TO TENDERERS

IT-01 GENERAL :

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

IT-02 INVITATION TO TENDER :

The Surat Municipal Corporation hereinafter referred to as the Corporation will receive tenders for the **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit** as per the specifications in the tender documents. The tenders shall be opened in the office of the Executive Engineer, SMC, Surat in the presence of tenderers or their representatives who are present. The Corporation reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against the corporation or its officers, employees, successors or assignees for rejection of his tender.

IT-03 LANGUAGE OF TENDER :

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

IT-04 QUALIFICATIONS OF TENDERERS :

A. Tenderer shall be required to submit the enlisted documents in hard copy along with the Technical Bid, EMD and tender fees. **If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened.**

Mainly tenderer shall fulfill following the pre-qualification.

- (A) Experience of having successfully completed similar works during last 7 years either of the following:
- (1a) Three similar completed works, each costing not less than amount equal to 40% of the estimated cost.
- OR
- (2a) Two similar completed works, each costing not less the amount equal to 50% of the estimated cost.
- OR
- (3a) One similar completed works, each costing not less the amount equal to 80% of the estimated cost.
- (b) Turnover during last 3 years, ending 31st March of previous financial year should be atleast 30% of Estimated Cost. An attested copy of annual turnover for last 3 years should be enclosed.
- (c) Solvency certificate from bankers of schedule bank/Nationalized bank for the 20% of tender amount.
- (d) An attested copy of registration with MES, Various department of State Govt., Surat Municipal Corporation, CPWD etc.



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

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

Financial Year	Multiplying factor
2017-18	1.0
2016-17	1.1
2015-16	1.21
2014-15	1.33
2013-14	1.46
2012-13	1.61
2011-12	1.77

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

- (f) Declaration regarding the work on hand with the tender should also be given in prescribed performas as per Annexure-II. Attested copies of work orders, interim certificates if any shall also be attach as supporting documents.
- (g) Attested cost of partnership deed, power of attorney etc.
- (h) Contractor should be attached certified copies of paid challans in respect of employee/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 running & final bills will not be released.
- (i) If contractor have P.F. number, then they should eligible to fill tender strictly, otherwise contractor should not fill the tender.
- (B) Tenderer shall submit only one tender for the work put to this tender.

The tenderer shall furnish a written statement with details in Annexure enclosed.

IT-05 TENDER DOCUMENTS :

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

IT-06 EXAMINATION BY TENDERERS :

- A. At his own expenses and prior to submitting his tender, each tenderer shall



- (a) examine the contract Documents, (b) visit the site and determine local conditions which may effect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all CENTRAL, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.
- B. The tender quantity is approximate and may increase or decrease. Any increase or decrease in quantity will neither vitiate the contract nor entitle tenderer to claim any extra over the quoted rate.
- C. Tender Documents be completed by legible ink, checked in a responsible manner, signed, stamped and returned together with the Tender Security Bond by the stipulated date, which shall form the Tender.

The Tenderer is required to complete :

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

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

IT-07 EARNEST MONEY DEPOSIT:

- A. Bidders shall deposit the EMD in following manner.
- 100% of EMD amount shall be in the form of Cross Demand Draft of Local Nationalized bank in favour of the Municipal Commissioner, Surat Municipal Corporation payable at Surat.

The tender bond, shall be valid for a period of not less than One hundred and twenty (120) days from opening of the tender price bid and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The tender guarantee bond will be held by the Corporation as a guarantee that the tenderer, if awarded the contract, will enter into the contract agreement in good faith and furnish the required bonds. Any tender not accompanied by a Tender Guarantee in the form of earnest money deposit as stated above for the sum stipulated in the Tender Document will be summarily rejected.

- B. The Earnest Money Deposit will be refunded to the unsuccessful tenderers after the award has been finalized.
- 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 owner may disqualify the tenderer from tendering for further works, under the jurisdiction of the Corporation (SMC).

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

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

IT-08 INCOME TAX CLEARANCE CERTIFICATE :

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

IT-09 PREPARATION OF TENDER DOCUMENTS :

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

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

IT-10 SUBMISSION OF TENDERER DOCUMENT :-

1. Tenderer shall submit his tender in sealed covers as described under:

The following details are to be submitted online on smc.nprocure.com :

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

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



- a. Tender fees in prescribed format
- b. Earnest Money Deposit in prescribed format
- c. Addenda Corrigendum if any

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

(i) COVER-1 : Technical Bid

Technical bid for the work of **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit** along with E.M.D and Tender Fees. Also mention the name of tenderer, address, tender notice number etc. on the cover. **(Technical Bid Vol-I (tender document) shall not be submitted.). It shall be submitted after award the work. i.e In technical bid, only tender fees, E.M.D. & all necessary documents related to this tender.**

(ii) PRICE BID

Price bid for the work **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit** shall be submitted online.

The name of work to be written on cover shall be work of **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit** Also mention the name and the address of tenderer, tender notice number on the cover and to be submitted to the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395 003.

- **Note :-** E.M.D & Tender Fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. this submission shall mean that E.M.D and tender fee are received for purpose of opening the bid. Accordingly, offer/tenders of those tenders whose E.M.D & tender fee is received electronically, shall be opened. However, for the purpose of realization of EMD and Tender fee, bidder shall send the EMD as well as Tender fee in required format in original through RPAD/Speed post so as to reach to Account Department (Main office) within stipulated date as mentioned in tender notice for the submission of tender FEE & E.M.D. Punitive action shall be initiated for non submission of EMD & Tender fees in original to Account Department (Main Office) by bidder including abeyance of registration and cancellation of E – tendering code for one year. all documents in supporting of bid shall be in electronic format only through online (by Scanning) during the bidding period & hard copy will not be accepted separately.
 - All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
 - All the documents must be notarised with clearly displaying stamp, number and name of the notary.
2. Tenderer shall be required to submit the enlisted documents along with their technical bid (Volume-I) (i.e. Cover-1). If technical bid founds insufficient documents then the Price Bid of the tenderer shall not be opened.
- (a) The tender shall be accompanied by Earnest Money Deposit . The tenderer will pay Earnest Money Deposit by Pay Order/Demand Draft/ Bank Guarantee issued in favour of "Commissioner, Surat Municipal Corporation, Surat" by Nationalized Bank. In the form of Demand Draft and Bank Guarantee as stated in Para IT-07(A).



- (b) A covering letter detailing various considerations considered in tender shall invariably be given.
 - (c) Passport size photographs of all the partners (incase of partnership firm) to be fixed on relevant Page of the tender documents.
3. (a) List of tools, plants and equipments with tenderer in detail.
- (b) Technical establishment/staff of the tenderer in required Performa with their names, qualifications and experience.
 - (c) Tenderer shall furnish along with the tender, information regarding Income tax circle of the district in which he is assessed for income tax with PAN No.
4. Submission of a tender by a tenderer shall mean that he has read this notice and contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and nature of required quantities of materials stores, tools and plants etc. that may be required by him in carrying out the work and of local conditions and laws and bylaws of the Government, Surat Municipal Corporation and other factors bearing influence on the execution and cost of the works.
- 5. Technical Bid shall be received by Registered Post A.D. or by Speed Post through Postal Authority only by the "Chief Accountant, Surat Municipal Corporation, Muglisara, Surat - 395 003 between 01-10-2018 and 08 -10-2018 up to 18.00 hrs.**
- The same will be opened on the **12-10-2018 at 16.00 hours** (if possible) in the presence of the tenderers, who shall remain present in the office of "Tender opening officer, Surat Municipal Corporation, Surat. Late tenders (i.e. tenders received after the specified time of opening), delayed tender (i.e. tenders received before the time of opening but after due date and the time of receipt of tender) shall not be considered at all. Tenders received by Registered Post A.D./ Speed Post after the time and the date specified in the tender notice shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.
6. Tender shall stand rejected if:
- 1. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
 - 2. The tenderer shall submit the tender which satisfied each and every conditions laid down in the notice tender documents, failing which the tender will be liable for rejection.
 - 3. Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
 - 4. Stipulates the validity period less than what is stated in the form or tender.
 - 5. Stipulates his own conditions.



6. Does not quote his rates inclusive of other terminal tax or VAT or CENTRAL taxes in his rates.
7. Does not disclose the full names and address of all his partners in the case of partnership firm.
8. Does not pay the Earnest Money Deposit by Demand Draft/Pay order and Tender Fees with Technical Bid (Cover-1).
9. Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
10. Does not attached the document mentioned.
11. The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
12. All corrections, additions or posted slips to be initialled by the tenderer.
13. All page of tender documents including specifications should be initialled by the contractor.
14. The tenderer shall submit the tender which satisfies each and every conditions laid down in this notice and tender documents failing which the tender is liable for rejection.
15. Notice of inviting tenders shall be a part of the contract documents.
16. Acceptance of tenderer/quotation will rest with the competent authority of Surat Municipal Corporation who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof.
17. The contractor shall also attach list of machineries, tools, plants, equipments which he propose to deploy for this work.
18. All and other taxes chargeable by the Municipal Corporation shall be payable by the Contractor.
19. Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
20. Tender once offered can not be withdrawn except with the permission of head of the concerned department, Surat Municipal Corporation, Surat.
21. The successful tenderer shall be required to enter in to agreement with Municipal Corporation after placing the work order for the said work from SMC.
22. The successful tenderer may be required to furnish surety of 20% of the contract value on stamp paper if so desired by the Municipal Commissioner.
23. The tenderers are requested to give complete specification of work quoted.
24. Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
25. The Price-bid will be opened only after technical clarifications are clarified.
26. Surat Municipal Corporation reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.
27. All the applicant contractors are required to have their own employers codenumber under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.
28. 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.

**T-11 TENDER VALIDITY PERIOD :**

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

IT-12 SIGNING OF TENDER DOCUMENTS :

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

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

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

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

IT-13 WITHDRAWAL OF TENDERS :

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

IT-14 INTERPRETATIONS OF TENDER DOCUMENT :

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters which may in any way effect the work or the cost thereof. Should a tenderer find discrepancies or omission from the specifications or other documents, or should be in doubt as to their meaning, he



should at once address query to the Divisional Head provided for concerned authority as referred in the Tender Document in Clause GC-01 (Definitions and interpretations) of the (General Condition of Contract). Any resulting interpretation of the Tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the SMC / Concern Engineer shall not be binding on the Municipal Corporation.

IT-15 ERRORS AND DISCREPANCIES IN TENDERS :

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

IT-16 MODIFICATION OF DOCUMENTS :

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

IT-17 ADDENDA

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

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

IT-18 TAXES AND DUTIES ON MATERIAL :

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

IT-19 EVALUATION OF TENDERS : DELETED

IT-20 EVALUATION OF TIME REQUIRED FOR COMPLETION :

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

IT-21 POLICY FOR TENDER UNDER CONSIDERATION :

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



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

IT-22 PRICES AND PAYMENTS :

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

IT-23 PAYMENT TERMS :

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

IT-24 AWARD :

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

- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the owner. A copy of the required form is included in the contract documents.
- B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein, the SMC may annul his award and declare the tender security forfeited.
- C A Corporation, Partnership firm or other consortium acting as the Tenderer and receiving the Award shall furnish evidence of its existence and evidence that the officer signing the Contract Agreement & Bonds for the Corporation, partnership firm or other consortium acting as the Tenderer is duly authorised to do so.

IT-25 SIGNING OF CONTRACT :

The successful tender shall be required to pay the security deposit and to execute the contract within 15th days of receipt of intimation to execute the contract, failing



which the Municipal Corporation will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person detailed in Article IT-12.

IT-26 DISQUALIFICATION :

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

- (a) The outer envelope does not show on the outside the reference of bid and thus get opened before the due date of opening (as per Article IT-10 i.e. Submission of Tender Document).
- (b) The tender Security Deposit is not deposited in full and in the manner as specified as per Article IT-07 i.e. Earnest Money Deposit.
- (c) The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- (d) The tender documents are not signed by an authorised person (as per Article IT - 12 i.e. signing of tender documents).
- (e) The general performance data for qualification not submitted fully (As per Article IT-09 General Performance Data).
- (f) The tenderer does not agree to deposit security amount as specified (as per Article IT-25 i.e. Signing of Contract).
- (g) The tenderer does not agree to payment terms defined as per Article IT-23 i.e. Payment Terms.)
- (h) Conditional tender.

A. Tenderer may further be disqualified if :

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

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

SECTION IX - APPROVED LIST OF BANKS

Annexure –I

Finance Department, GR. No. EMD/10/2016/328/DMO

Date: 01/05/2017

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

1. All Nationalized Banks including The Public Sector Bank IDBI Ltd.
2. Private Sector Banks – Axis Bank, ICICI Bank and HDFC Bank

(B) Guarantees Issued by Following Banks will be accepted as SD/EMD for period up to March 31, 2018. The Validity cut-of date in GR is with respect to date of issue of Bank Guarantee irrespective of date of Termination of Bank Guarantee

- 1) Kotak Mahindra Bank
- 2) RBL Bank (The Ratnakar Bank Ltd.)



- 3) IndusInd Bank
- 4) Karur Vysya Bank
- 5) DCB Bank
- 6) Federal Bank
- 7) The Kalupur Commercial Co-operative Bank Ltd.
- 8) Rajkot Nagrik Sahkari Bank Ltd.
- 9) The Ahmedabad Mercantile Co-operative Bank Ltd.
- 10) The Mehsana Urban Co-Operative Bank Ltd.
- 11) Nutan Nagarik Sahakari Bank Ltd.
- 12) Dena Gujarat Gramin Bank
- 13) Saurashtra Gramin Bank
- 14) Baroda Gujrat Gramin Bank
- 15) YES Bank Ltd

All the eligible Banks are instructed to collect the original documents/Papers of Guarantee from the concerned Tendering Authority.

Total Security deposit shall be recovered at the rate of 4% of approved tender Cost from contractor. Out of which, 50% of amount as a Initial security Deposit shall be payable at the rate of 2% of approved Tender Cost in form of Cash/FDR of any Nationalized bank (negotiable / encashable at Surat city). The remaining amount of the Security deposits i.e. 2% of tendered amount shall be recovered from the running account bills in form of retention money at the rate of 2% of the gross amount of each bill, so as to make the total Security Deposit of 4% of the tendered amount up to the Final bill.

Additional 5% shall be retained from running account bill as a retention money and it will be released in Final bill.

The amount recovered from the running bills/retention money shall not be allowed to be transferred in the form of bank guarantee. However, The remaining 50% (2% of Security Deposit) of the amount so deducted from Running Bills will be allowed for conversion in the form of interest bearing fixed deposit receipt, issued in favour of "The Municipal Commissioner, Surat Municipal Corporation, Surat" by a Nationalized Bank located at Surat only. The initial security deposit at the rate of 2% submitted in form of Bank guarantee will be refunded after payment of final bill and remaining 2% of security deposit deducted from the running bill shall be refunded only after the expiry of defect liability period, audit related procedure and rectification of Defects if any found so.

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

Security deposit shall be paid in time and if it is paid after Ten(10) days from the date of preliminary work order then the penalty of 0.065 % per day of the amount of security deposit shall be recovered from the contractor while receiving the security deposit.

It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender. As initial Security Deposit Two percent (2%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement.

Remaining two percent (2%) shall be deducted from running bills as retention money.



IT-28 STAMP DUTY :

The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs. 100/- as per the form of the agreement approved by the Municipal Corporation, Surat.

The agreement shall be executed on stamp paper worth Rs. 100/-.

The Surety shall be executed on stamp paper worth Rs. 100/-.

Tenderer shall have to submit additional stamp papers @ 4.25% of Security deposit paid/converted into FDR

IT-29 BRAND NAMES :

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

IT-30 NON-TRANSFERABLE :

Tender documents are not transferable.

IT-31 COST OF TENDERING :

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

IT-32 DEFECT OF TENDER :

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

IT-33 CHANGE IN A QUANTITY :

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

IT-34 NEW EQUIPMENT AND MATERIAL ;

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

IT-35 RIGHTS RESERVED ;

The SMC reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reasons. The SMC further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement, for the period of time stated in the notice inviting tenders and



no additional payment will be made to the successful tenderer on account of such withholding. The SMC is not obliged to give reasons for any such action.

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

IT-37 No mobilisation advance or advance on machinery will be given.

IT-38 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No conditions will be accepted. The conditional tender will be liable to be rejected.

IT-39 P.F. number is compulsory to fill the tender. If contractor does not have P.F. Number and they fill tender than their tender will be liable to be rejected.

IT-40 In Technical Bid cover, only Tender fees, E.M.D & related necessary documents of bidders shall be put.

IT-41 The surplus excavated earth, after backfilling the trenches shall have to be removed from the site as directed.

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

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

IT-42 Taxes

The rate quoted by contractor are inclusive of all taxes.

IT-43 Contractor/ companies should have in house powder coated plant.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



SPECIAL CONDITIONS FOR PLACING EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

(1) The Tenderer shall place Tender Deposit/Earnest Money Deposit by Demand Draft or pay order drawn on any Nationalized /Scheduled Bank situated in Surat favouring "Commissioner" Surat Municipal Corporation and payable at Surat only. The Tender Deposit/Earnest money deposit in any other form shall not be accepted and in that case the tender shall be liable for rejection without assigning any reason whatsoever for such rejection.

(2) On awarding the contract : The Awardee/Contractor/Supplier shall place security deposit at such rate of the consideration of contract as the authority may specifically require to place which shall not be in any form other than in CASH, Demand Draft or Fixed Deposit of any branch of Nationalized/Scheduled Bank having its branch at Surat. The fixed deposit so placed as Security measure for due performance of the contract should be strictly in the name of Commissioner, Surat Municipal Corporation only. The Security so placed shall be liable for forfeiture for violation or breach of any clause or clauses of the contract without assigning any reason whatsoever for such forfeiture.

Where the tenderer desires to place the Security Deposit in form of fixed deposit receipt of any Scheduled Bank outside Surat City, the Account of the same shall have to be transferred by him to any of its branch at Surat. So as to make the amount of such FDR encashable and payable at the branches of any Scheduled Bank situated at Surat only.

(3) No interest shall be paid on Tender Deposit/Earnest Money Deposit or Security Deposit placed in Cash/D.D. at any time by the Surat Municipal Corporation (The Contractee). Similarly, if the Awardee/Contractor/ Supplier desire to place Security Deposit in the form of Fixed Deposit as above, the same shall be strictly for minimum period of two years or entire contractual liability period whichever is less. In case when the contract period is for more than two years, the Security Deposit to be placed in the form of Fixed Deposit as above shall be initially for a period of not less than two years and the Corporation will renew fixed deposit receipt or reinvest the amount thereof alongwith the interest accrued thereon for the remaining period of the contractual liability. In any other case, the Corporation will not and does not undertake responsibility to renew the Fixed Deposit Receipt or reinvest the amount thereof nor will it should any responsibility to collect and disburse interest accrued during the contractual liability period. Any loss that might cause due to non renewal or such Fixed Deposit Receipt(s) shall solely lie with the concerned Awardee/Contractor/Supplier.

4. (i) If there is increase in amount of work more than 5% of the contract value, the additional S.D. should be recovered from the running bill. When the total amount of workdone by the Contractor upto 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 workdone when it exceeds 5% of the contract value it shall be rounded of the nearest multiple of Rs. 25,000/- such additional S.D. shall be recovered for the works amount to Rs. 5 Lacs or more at the rate of 4% of the additional amount.

(ii) In many cases, the contractors are stopping the work half- way due to number of reasons and when the department has to take actions in accordance to clause 3(a) or (b) or (c) of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalising the tender etc. shall be repeated.

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

5. Contractor should place security deposits for tendered amounts. At present security deposit is recovered from the tender in following manner :



(i) 2% of the total tendered amount to be deposited by the successful tenderer before commencement of the work either in form of Cash, Demand Draft or Fixed Deposit Receipt of any Nationalized/Scheduled Bank having its branch at Surat within 10 days from the date of receipt of work order and if the successful tenderer fails to do so, a penalty at the rate of 0.065% of S.D. Amount per day shall be charge for delayed period. Security deposit shall be released after completion defect liability period.

(ii) **5% of the total tendered amount shall be retained as retention money deposit from the running account bill which will be released at the time of final bill.**

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



**SURAT MUNICIPAL CORPORATION
GARDEN PROJECT CELL**

TENDER FORMAT (GENERAL)

[PART – 3]

TENDER FOR Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.

1. (a) Name of the Tenderer :

(b) Are you Manufacturer / Authorized dealer /
Sub dealer / Any other
(Please specify

(c)

- Income tax No. (Pan)
- C.S.T. No.
- Professional Tax No.
- Details of other Licenses held

	Date:
	Date:
	Date:
	Date:
	Date:
Registration Details / Validity	
Yes/No Date :	

(d) What is the forum of Business?

Do you Submit this tender as a :

- Sole Proprietor?
(Registration No. under Shops & Establishment Act.)
- Hindu Undivided family (HUF)? [See Item – 15, PART-2]
- Partnership Firm?
[See Item – 15, PART-2]
- Public Limited Company under The Companies Act ?
- Private Limited Company under The Companies Act ?
- State Gov't. Owned Under taking Corporation /
Enterprise?
- Central Gov't. Owned Under taking Corporation /
Enterprise?
- Co-Operative Society ?
- Unit known as “ Khadi and Village Industries ” as per Khadi and Village
Industries Commission Act 1956 ?
- Association of Persons ?
- Any other, Please Specify :

[Submit attested copy of
Certificates]

2. Complete Address of the Tenderer

a) Head Office	:
b) Main Office in Gujarat	:
c) Office Nearest to Surat	:
d) - Phone Nos.	:
- Fax Nos.	:



- E-mail :
- Name of contact person :
3. Give details about your mode of ensuring supply to SMC :
[See part - 5]
4. If you are a dealer, kindly state the name of your principals for each Item with Back-up Authority Letter [See Part – 2 Clause No. 23] :
5. If You are a manufacturer, :
Kindly provide the manufacturing facilities that you have, giving details of the quality control set-up that you may have (The details may be given as an annexure.)
6. Terms of Payment :
(No advance payment will be made, 15 day credit insisted)
7. State whether any sales Promotion scheme (s) is / are launched by you. If yes, mention detail thereof. [Mention NIL if no such scheme exists.] :
8. Do you agree to all the terms and conditions of the tender ? If no, then please specify where and how you differ. :
9. EMD Details :

- Bank Name	Banker's Cheque / Draft No. And Date	Amount
-------------	---	--------

Date : Signature and Stamp of Authorized Person

Place :

Name :

Designation :

Tenderer's Stamp :



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

ANNEXURE-I

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

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

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

Signature of the Contractor

with seal.

Place:

Date





ANNEXURE-II

Details to be furnished for financial capability of tenderers

Rs. in lacs

Sr. No	Financial year	Turnover of civil works only
1	2	3
1	2017-18	
2	2016-17	
3	2015-16	

Note : Tenderer shall give last 3 years balance sheets and certificate of Chartered Accountant.



ANNEXURE-III

AFFIDAVIT

NAME OF WORK:- Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.

- 1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments/Annexure(s), while bidding for the above mentioned work are true and correct.
- 2.0 The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, prior to the date of this bid.
- 3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation.
- 4.0 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SMC.
- 5.0 The SMC and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

firm

Signed by the authorised signatory of the

Title of the office

Name of the firm



Date

Note: The affidavit format as indicated above to be furnished on non judicial stamp Paper of Rs.100. should be notarized



ANNEXURE-IV

Details of Technical staff with tenderer

Sr. No.	Name of personnel	Qualification	Total experience	Who is proposed to be posted for this work



ANNEXURE-V

List of tools, plants and equipments with tenderer (Format as per tenderer's choice)



ANNEXURE-VI

List of tools, plants and equipments to be deployed by the tenderer for the work (Format as per tenderer's choice).



ANNEXURE-VII

Contractors Schedule for execution of work in the form of Bar chart

Sr. No.	Description of Activity	Start month and date and completion month and Date



ANNEXURE- VIII

ARBITRATION/LITIGATION HISTORY

Name of Applicant

Applicants should provide information on any history of litigation or arbitration resulting from contract executed in the last five years or currently under execution.

Year	Project Name	Name of Client	Cause of litigation and matter in dispute	Award for or against the applicant	Disputed amount (in Indian Rs.)	Actual Awarded amount (in Indian Rs.)

Date:

Signature

Name



The Quality Assurance System :

Quality control measures, adopted by the applicant, shall be described by the applicant as follows. Documents &/or photographs, disclosing details of the followings shall be submitted by the applicant:

1. Laboratory set up – centrally / at site, association with any government approved laboratory.
2. Quality Control procedures and audits.
3. Documentation of procedures and test results.
4. Non-compliance reports, corrective measures and documentation.

DISQUALIFYING CRITERIA OF THE APPLICANT / CONTRACTOR :

Even though the applicant meets the above criteria, he is subject to be disqualified, if he has made misleading or false representation in the forms & / or statements & / or attachments submitted by him,

OR

records are found of poor performance during the last 10 years as on the date of application such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor, inordinate delays in completion, consistent history of litigation awarded against the applicant or any of its constituents or financial failure due to bankruptcy, etc.



4.0 GENERAL INFORMATION OF THE APPLICANT / CONTRACTOR :

Technical qualification and experience of the proprietor or partners and key technical employees in the firm as per **Statements. :**

- a. Name :
- b. Qualifications :
- c. Status :
- d. Experience in years :
- e. From which date appointed in this firm, in case of an employee :
- f. Date of joining the firm :
- g. Whether the applicant maintains an office capable of preparing bills :
- h. Details of workshop, machines, tools and plant held by the applicant, as prescribed in Statement "F". Precise number / quantum of equipment has to be mentioned :
- h.i. Area in Sq.mts. of cantering and shuttering Materials : shall have to be mentioned with tubular steel form work :
- h.ii. No. of mixer machines, no. of JCBs / excavators, no. of trucks and other excavation / hoisting machineries possessed, shall also have to be mentioned :
- I. Whether enlisted in any other department / organization ? If so, which class, showing amount qualified to tender :
- j. Has the applicant or his partners or share holders : been black listed in the past by any department of the Government or any other body :
- k. Details of work, if any, abandoned by the applicant :
- l. Amount in arrears to be paid to the Government as per the demand from any department of the Government or any other body :



5.0 IMPROTANT INSTRUCTION TO TENDERER

Name of Work :- Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.

1

Affix latest passport size photo of tenderer

Specimen signature of the contractor

2

Affix Latest passport size photograph of all partners in case of partnership agency

Specimen signature of all partners in case of partnership agency.

a. _____

N.B.:

b. _____

Submission of copy of Registered Agreement is compulsory in case of partnership agency/firm.

c. _____

d. _____

3. Submission of income tax clearance certificate of last three years is compulsory for tenderer submitting agency.
4. Submission of Sales Tax Certificate, with proof of residence is compulsory for tenderer.
5. In case of Government royalty applicable to tenderer it is compulsory to submit a receipt of royalty payment with tender.
6. The photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in Accounts Section of SMC.
7. The specimen signature of contractor will be cross checked by Account Department of SMC, in case of representative of contractor along with letter of Authority of a person who signed an agreement receives payment.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor

With seal.

Address:

Date:



6.0 CONTRACTOR TO PLEASE READ THIS CAREFULLY

- 1) If the tender is taken in favor of the company, a company of attorney in favor of the person who may have signed the tender for the company must accompany the tender.
- 2) Solvency certificate of Bank or a revenue officer of an amount up to 20% of the tender cost plus works on the hand still to be executed will have to be produced by the contractor.
- 3) Voucher for Earnest Money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local bank drawn in favor 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 which he is 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" and specification should be initiated by the contractor.
- 8) All corrections erasers and over writing should be initiated by contractor.
- 9) Discrepancies and adjustments of errors: - Any error in quantity or amount in schedule b showing item of works 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 totaling in amount column and in carrying forwarded total shall be corrected.
 - d. Any rounding of amounts against 'items' 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 requirement as per instruction No.1 to 9 above are not complied with, before submitting the tender. Also please read carefully the face sheet and "General rules and Direction for the guidance of contractor" of his form.
 - II. Right is reserved to reject any or all tender/s without assigning any person/s thereof.
- 11) In addition to the above, the tender will also be liable to be rejected out rightly 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 remove or replaced.
 - III. All corrections, additions or pasted slips are not initiated by the tenderer.
 - IV. Any erasers are made by him in the tender.

AND



V. The tenderer or in the case of 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) In respect of the tenders from the co-operative society, a solvency certificate of an amount equal to 20% of the amount of the work put to tender will have to be produced along with the tender or a certificate regarding the borrowing capacity if the society issued by the legal Assistant, Directorate of Cottage Industries will have to be produced along with the tender.

13)

1. The several documents forming the contract are the essential part of the contract and requirement occurring in one is as binding as through occurring in all, they are intended to be mutually explanatory and complementary and to 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 be followed in preference to scaled dimensions.

b. Description:

- (i) Schedule-B of the tender form.
- (ii) Drawings.
- (iii) Specifications.

In case of defective description or ambiguity the I/c Executive Engineer should issue further instructions, directions in what manner the work is to be carried out it being understood that the best modern practice is to be followed. The contractor should forthwith comply with such instructions.

3. The contractor should take no advantage of any apparent error or corrections in drawings or specifications and the I/c Executive Engineer shall make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications.
4. Not with standing that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contractor shall be held responsible for all damage whether to the work under execution or to any other property or to lives of persons during the progress of the work and the period of maintenance.
5. Plans are for rough guidance only; when detailed plans are revived from the Architect of Corporation during the course of execution the same will supersede previous plans.

Sd/-

Executive Engineer
(Garden)

Surat Municipal Corporation

Signature of the Contractor

With seal.

Address:

Date:



SURAT MUNICIPAL CORPORATION
7.0 ITEM RATE TENDER & CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

- 1) All work proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the Engineer and signed by the Engineer.

This form will state the work to be carried out as well as the date/or submitting and opening tenders and the time allowed for carrying out work, also the amount of Earnest Money to be deposited with the tender and the amount of the Security Deposit to be paid by the successful tenderer and the percentage, if any, to be deducted from bills, it will also state whether a refund of quarry fees, royalties, octroi dues and ground rent will be granted. Copies of the specifications, designs and drawings and estimated rated scheduled rates and any other documents required in connection with the work which shall be signed by the EXECUTIVE ENGINEER for the purpose of identification shall also be open for inspection by contractors at the office of the I/c Executive Engineer during office hours.

Where the work are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Municipal Corporation, such specifications with designs and drawings shall form part of the accepted tender.

- 2) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- 3) Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractor are described in their tender as firm, in which case the receipts shall be signed in the name of firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
- 4) Any persons, who submit tender shall fill up the usual printed form including the 'column' total according to estimated quantities, stating at what rate he is willing to undertake the each item of the works, tenders which proposes any alterations in the work specified in the said form of invitation to tender or in the time allowed or carrying out the work or which contain any other conditions of any sort, will be liable to rejection. Number of single tender include more than one will be liable to rejection. Number of single tender include more than one work but contractors who wish to tender for each tender shall have (to which they refer) written outside the envelope.
- 5) The Commissioner or his duly authorized assistant shall open tender in the presence of any intending contractors who have submitted tender for their representatives who may be present at the time. In the event of a tender being accepted, the contractor shall there upon for the purpose of identification, sign the copies of the specifications and other documents mentioned in this tender. In the event of the tender being rejected, the divisional officer shall authorize the Accountant to refund the amount of earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
- 6) The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
- 7) No receipt for any payments alleged to have been made by contractor in regard to any matter to this tender shall be valid and binding on corporation unless it is signed by the i/c Executive Engineer.
- 8) The memorandum of work to be tendered for and the schedule of materials to be supplied by the concerned department and their rate shall be filled in and completed by the officer of the i/c Executive Engineer before the tender form is issued. If a form issued and an intending tenderer has not been so filled in and completed, he shall be request the said officer to have this done before he completes and delivers his tender.
- 9) All works shall be measured net by standard measure and according to the rules and customs of the public works department without reference to any local custom.



- 10) Under no circumstances shall any contractor be entitled to claim enhanced rates for any items in this contract.
- 11) Every contractor shall unless excepted in writing by the **Executive Engineer/** Zonal Chief (GARDEN PROJECT CELL) concerned, produced along with the tender, a solvency certificate of his financial stability from the collector of the district within which he resides or a bankers certificates. If he fails to produce such a certificate, his tender may not be considered.
- 12) All corrections and additions or pasted slips should be initiated.
- 13) The measure of work will be taken according to the usual method in use in the public works department and no proposals to adopt alternative methods will be accepted. The i/c Executive Engineer decision as to what is "the usual method in use in the GARDEN PROJECT CELL" will be final.
- 14) The insurance company's bond will not be accepted against the security deposit.
- 15) The contractor shall have to attach to his tender income tax clearance certificate to be obtained from the Income Tax Officer.
- 16) The contractor will have to construct a shed for storing control and valuable materials issued to him under schedule -'A' of the agreement at works site having double locking arrangement. The materials will then be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of work except with written permission from I/c Executive Engineer.
- 17) No foreign exchange will be released by the Municipal Corporation for the purpose of plant and machineries required for the execution of the work contracted for.
- 18) Controlled materials (Essentiality certificate)
 - I. As regard controlled materials the Municipal Corporation will help to arrange for the permit as far as possible and help the contractor in securing for the permit as far as possible and help the contractor in securing the same. All incidental charge met with in procuring these materials shall be borne by the contractor himself. Though the Municipal Corporation will help to arrange for the permit as far as possible and help the contractor in obtaining the material it shall not accept any responsibility for any delay or loss on account of delay caused to the contractor while obtaining the same.
 - II. The contractor shall submit to Engineer-in-charge on close of every calendar months, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled material during the month.
 - III. The contractor shall permit the I/c Executive Engineer or his representative to inspect the stock of the controlled materials stored by him at any time, whenever the I/c Executive Engineer or his representatives so desired /s.
- 19) The tender for work shall remain open for a period of 120 days from the date of opening of the price bid for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender, not acceptable to the Municipal Corporation then the Municipal Corporation shall without prejudice to any right or remedy be at liberty in full the said earnest money absolutely (in figures as well as in words). This blank space should be filled in while preparing the draft tender papers.
- 20) The contractor shall employ only such labors who shall produce a valid certificate of having been vaccinated against small pox within a period of last 3 years.
- 21) Tenderer should submit true copy of the certificate of registration along with the tender without which the tender will not be considered.
- 22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reawakened as final and no excuse or representation in that behalf shall be entertained at later date.



- 23) Whatever sales tax is levied by the Government on the works contract and if paid by the contractor in the first instance, shall be refunded to the concerned contractor by Municipal Corporation.
- 24) The notification of commissioner of police, Surat restraining entry of heavy vehicles in Surat Municipal Corporation area is taken into consideration before filling up, submitting tender documents. No extra payments shall be made nor shall any claim in this behalf be considered. The tenderer's shall have to make suitable arrangements to ensure timely and adequate supply materials in wake of obligation created under the tender documents upon awarding the contract. Any change/s, modification/s or amendment/s in this behalf and /or to this effect made by the said authority from time to time shall have to be taken into consideration and no extra payment shall be made nor shall any claim be considered.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



8.0 ADDITIONAL INSTRUCTIONS TO THE TENDERERS

1. Successful contractor shall have to work under supervision of Project Management Consultant and Third Party inspection appointed by the Surat Municipal Corporation. However, decision of the Surat Municipal Corporation shall be final and binding to the Contractor.
2. Successful Contractor shall have to provide site office for Project Management Consultant without any extra cost.
3. The contractor shall take utmost care during excavation to protect existing underground utilities. All water main lines / water connections, storm / sewage main / house connection, electricity cable, telephone cable, gas pipeline or any other utilities and structures shall be protected by the contractor. However, if met during excavation, any damage caused shall be rectified by the contractor at the earliest and all the rectification cost shall be borne by the contractor. If the bill for rectification work (if carried out by the concerned agencies / departments) is put by such agencies / department, the same shall be payable by the contractor, if not so it will be deducted and recovered from the running bills to be paid to contractor.
4. The contractor will have to construct shed for storing controlled and valuable materials like cement and other materials etc. purchased by the contractor or supplied by the department. The material will be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
5. No foreign exchange would be released by Department for the purchase of material, plants and machineries required for the execution of the work contracted for.
6. **No price escalation shall be paid in any case.**
7. If Tenderer is not interested to Quote any item, he should specifically mentioned “ NOT QUOTED ” against such item.
8. Tenderer should quote their rates both in figure and words clearly.
9. Supplier should have to provide oiling greasing etc.
10. Supplier should have to give 12-Months guarantee from the opening of the garden and If any damage in all types equipments cause by any circumstances should be replaced/ repaired by supplier at its own cost within 1 year from the opening of the garden, SMC will not give any compensation.

Spring type equipment, tension of spring should be remain same (i.e. tension of spring remain same at the time of installation).
11. Quoted rate shall be considered including providing at F.O.R. site fixing in position, including all type of taxes and duties.
12. Supplier shall be responsible for accident due to defective equipments or defective fixity



13. Surat Municipal Corporation will reject unlike or defective equipments or defective fixity.
14. The quantities mentioned against each equipment in SCHDULE – B are approximate and may vary totally or partly and supplier should have to provided fluctuated quantities.
15. All equipments made from G.I. pipe (B Class) of ISI Mark With Asian, Jindal, TATA, Zenith or Equivalent Make Only.
16. All equipments painted with one coat of primer and two coats of oil paint of standerd make.
17. Any defect / repairs should be rectified within 20 (Twenty) days from the date of complain.

18. Participants should have IN-House Powder Coating Plant.

18.1 Material test certificates for :- All materials used in the equipments

18.2 To be provided (Powder coated materials sample should be given before making the equipment)

18.3 The participants should have In House QC Laboratory with requisite testing of instruments.

18.4 Put Local Service Provided

18.5 The participants should have supplied at least 50% of these products & amount in some of the government departments in Gujarat in last 7 years.

18.6 If necessary, supply product samples.

18.7 Conformity of European Norms (C.E certificate) should be of at least 3 products.

18.8 If EPDM material colour will be feint then all material should be replaced at ur own cost.

I / We hear by agree to abide by and to fulfill all terms and provisions and conditions annexed here.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



9.0 GENERAL CONDITION OF CONTRACT

GC-01 DEFINITIONS AND INTERPRETATIONS :

- 1.0 In the contract documents, as herein defined the following words and expression used shall, unless, repugnant to the subject or context thereof, have the following meanings assigned to them.
- 1.1 The "Owner/Municipal Corporation, Surat represented by Municipal Commissioner / City Engineer / Executive Engineer, any officer authorised by the Municipal Corporation.
- 1.2 The "Contractor" shall mean the person or the persons, firm or company whose tender has been accepted by the owner and includes his legal representative successors and permitted assignees.
- 1.3 The "Engineer-in-charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorised by the Municipal Corporation to act for and on its behalf for the operation of this contract.
- 1.4 "Engineer - in - charge's Representative" shall mean any Engineer or Asstt. to the Engineer-in-charge designated from time to time by the Engineer-in-charge to perform duties set forth in the Tender documents whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.
- 1.5 "Tender" The offer or proposal of the Tenderer submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.
- 1.6 "Contract Price shall mean total money payable to the Contractor under the contract documents.
- 1.7 "Addenda" shall mean the written or graphic notices prior to submission of tender which modify or interpret the contract documents.
- 1.8 "Contract Time" - The number of consecutive calendar months for the completion of work as stated in the executed contract agreement.
- 1.9 "Contract" shall mean agreements between the parties for the execution of works including therein all contract documents.
- 1.10 "Tender document" shall mean Designs, Drawings, specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
- 1.11 "The Sub-Contractor" means any person, firm or company (other than the contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer-in-charge and the legal personnel representative, successors and permitted assignees of such person, firm or company.



- 1.12 The Specifications shall mean all directions' the various technical specifications provisions and requirements attached to the contract which pertain to the method and manner or performing the work to the quality of the work and the materials to be furnished under the contract for the work and any order(s) or instruction (a) thereunder.

It shall also mean the latest Indian Standards Institution Specifications for or relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications or I.S.I. specifications, and in absence of any tender specifications, the specifications of any other country applied in India as a matter of Standard Engineering practice and approved in writing by the Engineer-in-charge with or without modifications.

- 1.13 The "Drawing" shall include maps, plans, tracings or prints thereof with any modifications approved in writing by the Engineer-in-charge and such other drawings, as may, from time to time, be furnished or approved in writing by the Engineer-in-charge in connection with the work.
- 1.14 The "Work" shall mean the works to be executed in accordance with the context or the part thereof as the case may be and shall include extra, additional altered or substituted works as required for the purpose of the Contract. It shall mean the totally of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and/or for incorporation in the work.
- 1.15 The "Permanent work "means works which will be incorporation in and form part of the work to be handed over to the owner by the contractor on completion of the contract.
- 1.16 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.17 "Site shall mean the land and other place on, under, on or through which the work is to be carried out and any other lands or places provided by the Municipal Corporation for the purpose of the Contract together with any other places designated in the Contract as forming part of the site.
- 1.18 "The Construction Equipment" means all appliance/equipments of whatever nature required in or for execution, completion or maintenance of work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.19 "Notice in Writing or Written Notice" means a notice written, types or printed form delivered personally or sent by Registered post to the latest know private of business address at Registered Office of the Contractor.



- 1.20 The "Alteration/Variation order" means an orders given in writing by the Engineer-in-charge to effect additions to or deletion from and alterations in the work.
- 1.21 "Final Test Certificate" shall mean the final test Certificate issued by the owner within the provisions of the Contract.
- 1.22 The "Completion Certificate" shall mean a certificate to be issued by the Engineer-in-charge when the work has been completed to his satisfaction.
- 1.23 The "Final Certificate" shall mean the final certificate issued by the Engineer-in-charge after the work is finally accepted by the owner.
- 1.24 "Defect Liability Period" shall mean the specified period between the issue of completion Certificate and the final certificate as specified in the tender.
- 1.25 "Approved" shall mean approved in writing including subsequent modification in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.26 "Letter of Acceptance" shall mean an intimated by a letter to tenderer that the tender has been accepted in accordance with provisions contained therein.
- 1.27 "Order" and "Instruction" shall respectively mean any written order or instruction given by the Engineer-in- charge within the scope of his powers in terms of the Contract.
- 1.28 "Running Account Bill" shall mean a Bill for the payment of "On Account" money to the contractor during the progress of work on the basis of work done and the non-perishable materials to be incorporated in the work supplied by the Contractor.
- 1.29 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of contractual obligations.
- 1.30 Retention Money shall mean the money retained from R.A.Bill for due completion of "NET WORK".
- 1.31 Unless otherwise specifically stated, the masculine gender shall include the feminine and natural genders and vice-a-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY :

The site of works is within the limits of Surat Municipal Corporation. It is served by all weather roads and Western Railway Broad Gauge line. The intending Tenderer should inspect the site and make himself familiar with site conditions and available communication facilities.

Non availability of access/roads shall in no case be the cause to condone any delay in the execution of the work or be the cause for any claims or extra compensation.

**GC-03 SCOPE OF WORK :**

The scope of work is defined broadly in the special conditions of Contract and specifications. The Contractor shall provide all necessary materials equipment and labour etc. for the execution and of the work till completion. All materials that go with the work shall be approved by the Engineer-in-charge prior to procurement and use.

Owner at his discretion may endeavour to provide water to the Contractor at the owner's source of supply at one point at the rate charged for such works.

The contractor shall make his own arrangement for the distribution pipe net works from the source of supply after getting prior permission for the same from the Engineer-in-charge. Supply of water shall not be free and the necessary charges as fixed by the Local Body shall have to be paid by the contractor.

However, owner does not guarantee the supply of water and this does not relieve the contractor of his responsibility in making his own arrangements and for the timely completion of the work as stipulated.

POWER SUPPLY :

The Contractor shall have to make his own arrangement for power supply.

LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & WORKSHOP:

Owner will not be a position to provide land required for Contractors shall have to make his own arrangement for the same.

GC-04 RULING LANGUAGE :

The language according to which the contractor shall be constructed and interpreted shall be English. All entries in the contract documents and all correspondence between the contractor and the Municipal Corporation or the Engineer shall be in English. All dimensions for the materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT :

1. The provisions of the Instruction to tenderers General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. Should there be any discrepancy, inconsistency error or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such case shall be the final and binding to the contractor.



2. Works shown upon the drawings but not described in the specifications of described in the specific specifications without showing on the drawings shall be taken as described in the specifications and shown on the drawings.
3. The heading and the marginal notes to the clauses of those general conditions of contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof or be used in the interpretation or construction thereof of the contract.
4. Unless otherwise stated specifically, in this contract documents the singular shall include the plural and vice versa wherever the context so requires. Works implementing persons shall include relevant corporate companies / registered associations / body of individual / firm of partnership.
5. Notwithstanding the sub-divisions of the documents into separate sections and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to override the provisions of General conditions of Contract and shall to the extent of such repugnancy or variance prevail.
7. The materials, Design and Workmanship shall satisfy the relevant I.S.S. and Codes referred to. If Additional requirements are shown in the specifications, the same shall be satisfied over and above I.S.S. and Codes.
8. If the specification mention that the contract shall perform certain work or provide certain facilities, it will mean that the contractor shall do so at his own cost.
9. **CONTRACTOR TO OBTAIN HIS OWN INFORMATION :-**

The correctness of the details given in the tender documents is not guaranteed. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be deemed to have examined Contract Documents, to have generally obtained his own information in all matters that might affect the carrying out of the work or the Tenderer rates. Any error in description of quantity or commission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to what all works he has to complete in accordance with the contract whatsoever be the defects, omissions, or errors that may be found in the contract documents. The contractor shall be deemed to have visited the site and the surroundings, to have satisfied himself to the nature



of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications, whether by land, air or water and as to possible interceptions thereto and the access and agrees from the site, to have made inquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, the depicts and such other buildings as may be necessary for executing and completing the work, to have local independent inquiries as to the subsoil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting the work. He is deemed to have acquainted himself as to his liability for payment of Government taxes, custom duty and other charges.

Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the tendered rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the owner either before or after the execution of the Contract Agreement shall in any way effect or modify any of the terms of obligations herein contained.

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY ;

The contractor by tendering shall be deemed to have satisfied himself, as to consideration and circumstances affecting the tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understand that no additional allowances except as otherwise expressly provided, will after words be made beyond the contract price. The contractor shall be responsible for any misunderstanding or incorrect information given in writing by the Engineer.

GC-07 ERROR IN SUBMISSION ;

The contractor shall be responsible for any errors or omissions in the particulars supplied by him. Whether such particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particular furnished in writing to the Contractor by the Municipal Corporation or the Engineer.

GC-08 SUFFICIENCY OF TENDER :

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates which rates shall, except as or other wise provided for, cover all the Contractor's liabilities and obligation set further or implied in the contract for the proper execution of work for compliance with requirements of Article GC-19 thereof.



GC-09 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions. Special direction or dimensions given in the specifications shall supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract or as extra there upon the same shall be explained by the Engineer-in-charge and his explanation shall subject to the final decision of the Executive Engineer, in case reference be made to him, be binding upon the contractor shall execute the work according to such explanation (subject to aforesaid) and without addition to or deduction from the contract and shall also do all such works and things necessary for the proper completion of the works as implied by the Drawings and specifications, even though such works and things are not specially shown and described in said specifications. In cases where not particular specifications are given for any article to be used under the contract, relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE : (Security Deposit)

In addition to relevant clause mention in the Instruction to tenderers, If the value of the work as per actual execution exceeds the accepted value of tender because of allotment of further work further recoveries towards security deposit shall be effected at five percent (5%) of R. A. Bill to make up the total amount of security deposit equal to two percent (2%) of the revised value of contract. Alternatively the Contractor may at his option deposit the full amount of security deposit as per the revised value of the contract within fifteen days of receipt by him on the notification accepting the tender in the form as aforesaid.

2. If the Contractor, sub - contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expenses and in default thereof, the Engineer-in-charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-charge shall be final). These expenses can be recovered from the security deposit if recover from other sources is not possible. The amount so reduced in security deposit will be made good by deduction from the next R.A. Bill of the Contractor.
3. All compensation or other sums of money payable by the contractor to the owner under terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from any sums which may be due or become due to the contractor by the owner on any account whatsoever and in the event this Security deposit being reduced by reasons of any such deductions or sale of security deposit or part thereof as aforesaid, the Contractor shall within fifteen days thereafter make good the in cash, bank drafts or Government Securities



endorsed as aforesaid. No interest shall be payable by the owner for sum deposited as security deposit.

4. The security deposit shall be extendable upto the date as decided by Engineer in accordance with Requirement of contractual obligations under the contract.
5. The security deposit less any amounts due shall be returned to the contractor without any interest after the defects liability period is over and subject to the Engineer-in-charge certifying that no liability attaches to the contractor.
6. The performance guarantee shall be delivered to the Surat Municipal Corporation within 10 (ten) days of the notice of award/L.O.I. Security deposit shall be paid in time and if it is paid after ten (10) days from the date of work order then the penalty of 0.065 % per day of the amount of the security deposit shall be recovered from the contractor while receiving the security deposit. It is also clarified that the amount of the security deposit shall be calculated on the basis of contract value and not on the basis of estimated amount put to tender.

GC-11 INSPECTION OF WORK :

1. The Engineer in charge will have full power and authority to inspect the work at any time wherever in progress either on the site or at the contractor's any other manufacturers workshops or factories wherever situated and the contractor shall afford for Engineer-in-charge every facility and assistance to carry out such inspection.

Contractor or his authorised representative shall, at all time during the usual working hours and all other times when so notified, remain present to receive orders and instructions, orders given to Contractor's representative shall considered to have the same force as if they had been given to the contractor himself. Contractor shall give not less than 7 days notice in writing to the Engineer-in-charge before covering up or otherwise placing beyond reach of inspection and measuring any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be recovered at Contractor's expenses for carrying out such inspection or measurement.

2. No material shall be dispatched from contract store on site of work before obtaining approval in writing of the Engineer-in-charge, Contractor shall provide at all time during the progress of work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of work by Engineer-in-charge.

GC-12 DEFECT LIABILITY :

1. Contractor shall guarantee the work for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by contractor at his own expenses as desired by Engineer-in-charge or in default may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-in-charge shall



be final from any sums that may then or any time thereafter become due to contractor of sale thereof or of a sufficient portion thereof.

2. From the commencement to completion of work contractor shall take full responsibility for the case of the work including all temporary works and in case any damage, loss or injury shall happen to work or any part thereof or to any temporary works from any cause whatsoever and shall at his own cost repair and make good the same so that at completion work shall be in good order and in conformity in every respect with the requirements of contract and as per the instructions of the Engineer-in-charge.
3. If at any time before the work is taken over, the Engineer-in-charge shall -
 - (a) Decide that any work done or materials used by the contractor are defective or not in accordance with contract or that work of any portion thereof is defective or do not fulfill the requirements of contract (all such materials being hereinafter called defects in this clause and (b) as soon as reasonably practicable given to contractor notice in writing of the said defect specifying particulars of the defects alleged to exist or to have occurred, then contractor shall at his own expenses and with all speed make good the defects so specified.
 - (b) In case contractor fails to do so, owner may take at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by SMC will be recovered from the amount due to contractor. The decision of Engineer-in-charge with regard to the amount to be recovered from contractor will be final and binding on the contractor.

GC-13 POWER OF ENGINEER TO GIVE FURTHER INSTRUCTIONS :

The Engineer shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of contractor and the works and efficient execution of the works according to the terms of the specifications, and the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered, which in the opinion of the contractor changes the original nature of the contract, the shall nevertheless carry it out and any disagreement as to the nature of the work & the rate to be paid thereof shall be resolved. The time of completion of works, in the event of any deviations, resulting in additional cost over the contract sum being ordered, then be extended or reduced reasonable by the Engineer. The Engineer's decision in the case shall be final and binding.

**GC-14 PROGRAMME :**

The time allowed for execution of works shall be essence of the contract. The contract period shall commence from date of Notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate the construction schedule, the month-wise programme required for the execution of the works and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The contractor shall provide to the Engineer-in-charge a detailed programme of time schedule for execution of the works in accordance with the specifications & the completion date. The entire programme to be finalised by the Contractor, has to confirm to the execution period mentioned alongwith the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such submitted programme by contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 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 subclause without the consent in writing of the owner.

GC-16 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 individuals contractor is submitted to the Engineer-in-charge before being entered into and in approved by him. List of Sub-Contractors is to be supplied. Not with standing any subletting with such approval as aforesaid and not with standing 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 expeditions and execution of the works and the performance of all the conditions of contract in all respects as if such submitting or sub-contracting had not taken place and as if such work had done directly by the Contractor.

GC-17 TIME FOR COMPLETION:

1. The work covered under this contract shall be commenced from the date of contractor is served with a notice to proceed with the work and shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in clause No. GC-18 (Extension of time) the contractor will be panelised for the delay.
2. The general time schedule for construction is given in the tender document. Contractor shall prepare a detailed weekly or monthly construction programme in consultation with Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly. The time for construction given includes, the time required for testing, rectification if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-charge.

**GC-18 EXTENSION OF TIME :**

Time shall be considered as the essence of the contract. If however, the failure of the Contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of Municipal Corporation in supplying the materials of equipment it has undertaken to supply under the contract or from delays in handing over sites or from increase in the quantity of work to be done under the contract, or force Majeure an appropriate extension of time will be given. The Contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

GC-19 CONTRACT AGREEMENT :

The successful tenderer shall when called upon to do so, enter into and execute the Contract Agreement within (15) Fifteen days of the Notice of Award, in the form shown in tender documents with such modifications as may be necessary in the opinion of the Municipal Commissioner. It should be incumbent on the contract to pay the stamp duty and the legal charges for the completion of the contract agreement.

GC-20 A. PENALTY FOR DELAY :

If the contractor fails to complete the work within the stipulated completion date for the work or he shall pay liquidated damages at Two tenth of one percent of contract value per day of delay in completion and handing over the work or part thereof as the case may be to the Municipal Commissioner. The amount of liquidated damages shall, however, be subjected to a maximum of ten (ten) percent of the contract value. Delays in excess of one hundred days will be a cause for termination of the contract and forfeiture of all security for performance.

B. BAR CHART:

The successful tenderer shall have to submit the progress bar-chart within fifteen days after the contract, and the contractor should work as per the approved bar-chart, failing the contractor shall have to pay the compensation for delay as per the decision of Municipal Commissioner.

GC-21 FORFEITURE OF SECURITY DEPOSIT :

Whenever any claim arises against the contractor for the payment of a sum of money out of or under the contract, the owner shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In case the Security deposit is insufficient the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor shall pay to the owner on demand may balance remaining due.



GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT :

In any case in which under any clause or clauses of the contract, the contractor shall have forfeited the whole of his Security deposit or have committed a breach of any of the terms contained in this contract, the owner shall have power to adopt any of the following courses as he may deem best suited to his interest -

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the owner.
- (b) To employ labour and to supply materials to carry out the balance work debiting contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-in-charge shall be final and conclusive against the contractor and 10% costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part hereof as shall be unexecuted out of his hand to give it to another contractor to complete. In this case the excess-expenditure incurred than what whole have been paid to the original contractor, if the said work had been executed by him, shall be earnest and paid by the original contractor and shall be deducted from any money due to him by the owner under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above course being adopted by the owner, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement so or made by advance on account of or with a view to the execution of the work of the performance of the contract. In such case the contractor shall not be entitled to recover or be paid by sum for any work actually performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and the shall only be entitled to be paid the value so certified. In the event of the owner putting in force the powers as stated in a, b, c, above vested in him under the preceding clause, he may, if he so desire, take possession of all or any tools and plant, materials and stores in or upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-charge may give notice in writing to the contractor or his representative requiring him to remove such tools plant materials or stores from the premises within the time specified in the notice and in if the contractor



fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the contractor and his risks in all respects without any further notice as to the date, time to place of the sale and the certificate of Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

GC-23 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 be 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 SMC 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 where under 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 subletting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the subletting clause.

GC-24 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.

GC-25 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.

GC-26 OWNER NOT BOUND BY PERSONAL REPRESENTATIONS :

The contractor shall not be entitled to any increase on the Schedule of rates or any other rights or claims whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.



GC-27 CONTRACTOR'S OFFICE AT SITE :

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notice or other communications.

GC-28 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :

1. The contractor on award of the work shall name and depute a qualified Engineer, having experience of carrying out work of similar nature, to whom equipments, materials, if, any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of Engineer in-charge sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to a supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer- in-charge that sub-contractors, it any shall provide competent and efficient supervision over the work entrusted to them.
2. If and whenever any of the contractor's or sub-contractor agents, sub-agents, assistance, Forman or other employees shall, in the opinion of Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in opinion of the owner or Engineer-in-charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-charge, shall at once remove person or persons from employment thereon. Any person or persons so removed shall not again be reemployed in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expenses of the contractor by qualified and competent substitute. Should the contractor be required to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others shall exercise proper control over them and in particular and without prejudice to the same. Generally, the contractor shall be bound to prohibit, and prevent any employee from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the owner of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.



4. If and required by the owner, the contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the SMC which must be worn at all times on owner's premises.

GC-29 TERMINATION OF SUB-CONTRACTOR BY OWNER :

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of Engineer-in-charge is not in accordance with the contract documents, the SMC may be give written notice to the contractor request his to terminate such sub-contract and the contractor upon the receipt of such notice shall terminate such sub-contract and the letter shall forthwith leave the works failing which the owner shall have the right to remove such sub-contractors from the site.

No action taken by the owner under the above clause shall relieve the contractor of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

GC-30 POWER OF ENTRY :

If the contractor shall not commence the work in the manner previously described in the contract documents or if he shall, at any time, in the opinion of Engineer-in-charge.

- (i) Fail to carry out works in conformity with the documents or
- (ii) Fail to carry out the works in accordance with the time schedule.
- (iii) Substantially suspend work or the works for a period of fourteen days without authority from Engineer-in-charge or
- (iv) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge or
- (v) Fail to supply sufficient or suitable construction plant temporary works, labour materials or things or
- (vi) Commit breach of any other provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breached of the contract for fourteen days after notice in writing shall have been given to the contractor by the Engineer-in-charge requiring such breach to be remedied or
- (vii) Abandon the work or
- (viii) During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stock therein, and to revoke the contractor's license to use the same and to complete the works by his agents, other contractor or workman or to relate the same upon any



terms and to such other person, firm or corporation as the owner in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorise the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in written by the Engineer-in-charge to be reasonable and without making any payment or allowance to the contractor for the use of said temporary works, constructional plant and stock or being liable for any loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other contractor incur excess certified by the Engineer-in-charge shall be deducted from any money which may be due for the work done by the contractor under the contract and not paid for. Any deficiency shall forthwith be made good and paid to the owner by the contractor and the owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to and recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR & AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close co-operation and co-ordinate the work with other contractors or their authorised representative and the contractor will put a joint scheme with the concurrence of other contractors showing the arrangements for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or locally constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The contractor shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations, etc.

GC-32 OTHER AGENCIES AT SITE :

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained for works being executed in the above circumstances.

GC-33 NOTICES :

Any notice under this contract may be served on the contractor or his duly authorised representative at the job site or may be served by registered post direct to the official address of the contractor proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

**GC-34 RIGHT OF VARIOUS INTERESTS :**

The owner reserves the right to distribute the work between more than one contractor. Contractor shall co-operate and afford reasonable opportunity to other contractors for access to the works for the carriage and storage of materials and execution of their works.

Wherever the work being done by any department of the owner or by other contractor employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by Engineer-in-charge to secure the completion of various portions of the work in general harmony.

GC-35 PRICE ADJUSTMENT :

No adjustment in price shall be allowed except for Price variation in Cement and Steel (which will be as per section -11 of additional instruction for cement & Steel).

GC-36 TERMS OF PAYMENT :

The payment of Bills shall be made progressively according to the rules and practice followed by the Municipal Corporation. The progressive payment unless otherwise provided in the Contract Agreement or subsequently agreed to by the parties, shall be made generally monthly on submission of a bill by the Contractor in prescribed form in an amount according to the value of the work performed less the aggregate of previous progressive payments and as required by clause GC-37 (Retention money) herein. All such progressive payment shall be regarded as payment by way of advance against final payment.

Payment for the work done by the contractor will be based on the measurement at various stages of the work, in accordance with the conditions at Clause GC-78 (Measurement of Work in Progress)

GC-37 RETENTION MONEY :

Pursuant to Clause GC-36 Terms of Payment) on all money due to the contractor for work done, Municipal Corporation will hold as retention money of Two percent (2%) of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the Municipal Corporation and completion certificate issued by the Municipal Corporation in pursuant to Clause No.GC-84 (Completion Certificate).

However, after the issuance of completion certificate, and Municipal Commissioner may at its own discretion and having considered the Contractor's performance and diligence during the contract time allow the retention money to converted into a Bond as stipulated in the Clause GC-10 (Performance Bond Security Deposit).

**GC-38 PAYMENT DUE FROM THE CONTRACTOR :**

All costs, damages or expenses, for which under the Contract the Contractor is liable to the Municipal Corporation deducted by the Municipal Corporation from any money due or becoming due to the Contractor under the contract or from any other contract with the Municipal Corporation or may be recovered by action at law or other-wise from the Contractor.

GC-39 CONTINGENT FEE :

1. The Contractor warrants that he has not employed any person to solicit or secure the contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Municipal Commissioner the right to cancel the contract or to take any other measure as the Municipal Commissioner may deem fit. The warranty does not apply to commissions payable by the contractor to establish commercial or selling agent for the purpose of securing business.
2. No officer, employer of the Municipal Corporation be admitted to any share or part of this contract or to any benefit that may rise therefrom.

GC-40 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 in by the Engineer-in-charge accordance with the contract, or shall contravene the provisions of the contract, the SMC 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 or receipt, if the Municipal Commissioner shall think fit, it shall be lawful for the Municipal Corporation, without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all or 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 GC-15 (Subletting of work) and GC-16 (Sub-Contracts for Temporary Works etc.) hereof shall be invoked and the performance Bond shall immediately become due and payable to the Municipal Commissioner the value of the work done on the date of termination and not paid for shall stand forfeited to the Municipal Corporation and the Municipal Corporation shall have free use of any works which the contractor may have at the site at the time of termination of the contract.

GC-41 DEFAULT OF CONTRACTOR :

1. The Municipal Corporation may upon written notice of default to the contractor terminate the contract in circumstance detailed hereunder :
 - (a) If in the judgement of the Municipal Corporation the contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Municipal Corporation/Engineer to the Contractor.



(b) If in the judgement of the Municipal Corporation the contractor fails to comply with any of the provisions of this contract.

2. In the event the Municipal Commissioner terminates the contract in whole or in part as provided in Article GC-49 (Termination of Contract), the Municipal Corporation reserves the right to purchase upon such terms and in such manner as it may deem appropriate, plant similar to that terminated and the contractor will be liable to the Municipal Corporation for any additional costs for such similar and / or for liquidated damages for delay until such reasonable time as may be required for the final completion of works.
3. If this contract is terminated as provided in this paragraph GC - 30 (Power of entry) (1) the Municipal Corporation in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Municipal Corporation under any of the following cases in the manual and as directed by the Municipal Corporation.
 - (a) Any partially completed information and contract rights as the contractor has specifically produced or acquired for the performance of the contract so terminated.
- (4) In the event the Municipal Corporation does not terminate the contract as provided in the paragraph GC-49 (Termination of Contract) the Contractor shall continue performance of the contract, in which case the shall be liable to the Municipal Corporation for liquidated damages for delay until the works are accepted.

GC-42 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 Municipal Corporation commence to be wound up, not being a member's Voluntary winding up for the purpose of amalgamation or 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 organisation in whom the contract may become vested and to act in the manner provided in Article GC-41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithfully performance of the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract upto an amount to be agreed. In the event that the Municipal Corporation terminates the Contract in accordance with this article, the performance Bond shall immediately become due and payable on demand to Municipal Contractor.

**GC-43 OWNERSHIP :**

Works supplied pursuant to the Contract shall become the property of the Municipal Corporation from whichever is the earlier of the following times, namely,

- (a) When the works are completed pursuant to the Contract.
- (b) When the Contractor has been paid any sum to which he may become entitled in respect thereof pursuant to clause GC-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER :

The condonation by the Municipal Corporation of any breach of branches by the stipulations and conditions contained in the contract shall in no way prejudice or effect to the contract as a waiver of the Municipal Corporation rights, powers and remedies under the contract in respect of any breach or breaches.

GC-45 LAWS GOVERNING THE CONTRACT :

The contract shall be constituted according to and Subject to the laws of India and the State of Gujarat and under the jurisdiction of the courts of Gujarat at Surat.

GC-46 OVERPAYMENT AND UNDERPAYMENT :

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

The Municipal Corporation further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under Article GC - 49 of this contract and notwithstanding the fact that the amount of the final bill figure in the award.

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 Municipal Corporation from the contractor by way of all the means prescribed above or if any under payment is discovered by the Municipal Corporation, 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 Municipal Corporation on any other contract account whatsoever.



GC-47 SETTLEMENT 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, subject to a written appeal by the Contractor to the Engineer, 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.

GC-48 DISPUTES OF DIFFERENCE TO BE REFERRED TO :

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

GC-49 TERMINATION OF THE CONTRACT :

1. If the Contractor finds it impracticable to continue operation owing to Force Majeure reasons or for any reason beyond his and/or the Municipal Commissioner find site impossible to continue operation when prompt notification in writing shall be given by the party affected to the other.
2. If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations can not be resumed within six (6) months the party shall have the right to terminate the contract upon Ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows :
 - a) The Contractor shall be paid for all works approved by the Engineer and for any other legitimate expenses due to him.
 - b) If the Municipal Commissioner terminates the contract owing to Force Majeure or due to any cause beyond its control, the contractor shall additionally be paid for any work done during the said Six (6) months period including any financial commitment made for the proper performance of the Contract and which are not reasonable defrayed by payment under (a) above;
 - c) The Municipal Commissioner also release all bonds and guarantees at its disposal except is cause where the total amount of payments made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within Sixty (60) days after termination and the Municipal Commissioner thereafter shall release all bonds and guarantees, should the contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.



3. On the termination of the contract for any cause the contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Municipal Corporation with respect to completion, safeguarding or storing of materials procured for the performance of the contract and the salvage and resale thereof.

GC-50 CHANGES IN CONSTITUTION :

Where the contractor is a partnership firm, the prior approval in writing of the Municipal Commissioner shall be obtained any change is made in the constitution of the firm. Where the contractor is an individual or an undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Article thereof.

GC-51 SUB-CONTRACTUAL RELATIONS :

Shall be modified and read as under :-

“Sub contracting / Sub-letting the work is prohibited under this contract“

GC-52 LIEN :

If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may be or become due and payable to the contractor. If any lien or claims remaining, unsettled after all payments are made, the contractor shall refund or pay to the owner all money that the latter may be compelled to pay in discharging such lien or claim including all cost and reasonable expenses.

GC-53 EXECUTION OF WORK :

The whole work shall be carried out in strict conformity with the provisions of the Contract Documents, detailed drawings, specifications and the instructions of the Engineer-in-charge from time to time. The Contractor shall ensure that the whole work is executed in the most substantial, proper and best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-in- charge.

GC-54 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.

**GC-55 WORK CLOSED ON SUNDAYS & HOLIDAYS AND BETWEEN SUNSET AND SUNRISE:**

No work shall be carried out on Sundays and Corporation Holidays and no work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-charge in writing previously 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.

GC-56 EXTRA SUPERVISION CHARGES TO BE BORNE BY CONTRACTOR:

Further to clause No. GC-55 when Engineer-in-charge feels necessary to give permission to contractor for carrying out work for period of more than Eight hours working period in a day and/or to continue work on Sunday and Corporation holidays. Extra Supervision charges arising due to overtime working of Corporation's staff shall be borne by the contractor at prevailing rates from time to time. Such extra supervision charges shall be deducted by Corporation from the running bill/s of the contractor at Surat Municipal Corporation's description.

GC-57 DRAWING TO BE SUPPLIED BY THE OWNER :

The drawings attached with the tender documents shall be for general guidance of the contractor to enable him to visualise the type of work contemplated and scope of work involved. Detailed working drawings according to which the work is to be done shall be furnished from time to time as the work progresses. The contractor shall study the drawings thoroughly in connection with other connected details and discrepancy if any bring to the notice of the Engineer-in-charge before actually carrying out the work.

GC-58 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :

Where drawings, date are to be furnished by the contractor they shall be as enumerated in special condition of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be the Contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in these drawings during the execution of the work shall have to be carried out by the contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the contractor and Engineer-in-charge.

" Certified true for

_____project

Agreement No. _____

Signed _____
Contractor Engineer-in-charge

Drawings will be approved within three (3) weeks of the receipt of the same by the Engineer-in-charge.



GC-59 SETTING OUT WORK:

The contractor shall set out the work on the site handed by the Engineer-in-charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-in-charge. The approval thereof or partaking by Engineer-in-charge in setting out work shall not relieve contractor of any of his responsibilities.

The contractor shall provide at his own cost all necessary level posts, pegs, bamboo, flag, ranging, rods, strings and other materials and labourers required for proper setting out of the work. The Contractor shall provide, fix and be responsible for the maintenance of all stakes, temples level marks profiles and similar other things and shall take and necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence for such removal or disturbance. The contractor shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Centre line marks either existing or fixed by the Contractor. The Centre, longitudinal or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the centre for setting up the theodolite. The work shall not be started unless the setting out is checked by Engineer-in-charge in writing but such approval shall not relive the contractor of his responsibilities. The contractor shall provide all materials, labour and other facilities necessary for checking at his own cost.

Pillars bearing geodetic marks on site shall be protected by the Contractor. On completion of the work the contractor shall submit the Geodetic documents according to which the work has been carried out.

GC-60 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK:

The contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely and errors thereon at his own cost when so instructed by Engineer-in-charge.

1. Materials to be supplied by Contractor :

Contractor shall procure and provide all the materials required for the execution and maintenance of work including M.S. rods, all tools, tackle, construction plant and equipment except the materials to be supplied by the owner detailed in the contract documents and for the transport thereof, owner, shall made recommendations to the respective authorities if designed by the contractor but assumes no responsibility or any nature. Owner shall insist for procurement of materials with ISI Marks supplied by reputed firms on the DGS & D List.

2. If however the Engineer-in-charge feels that work is likely to be delayed due to contractor's inability to procure the materials, the Engineer-in-charge shall have the right to procure materials from the market and the contractor will accept these materials at the rates decided by Engineer-in-charge



GC-61 MATERIALS TO BE SUPPLIED BY THE OWNER :

1. If the contract provides certain materials or stores to be supplied by the SMC such materials and stores shall be transported by the contractor at his cost from S.M.C's stores or Railway Station. The sum due from contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual consumption of materials in the work covered and for which R.A.Bill has been prepared. After completion of the work contract has to account for the full quantity of materials supplied to him.
2. The value of store materials supplied by the SMC to the contract shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the SMC, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contract shall be returned to SMC's store or any other place as directed by the Engineer-in-charge in perfectly good condition at contractor's cost. When materials are issued/ supplied free of cost for use in work and surplus and unaccounted balances thereof are not returned to the Municipal Corporation, recovery in respect of such balance will be effected at double the applicable issue rate of the materials or the market rate whichever is higher.

GC-62 CONDITIONS OF ISSUE OF MATERIALS BY THE SMC:

- a) The materials specified to be issued by the SMC to the contractor shall be issued by the SMC's store or at Railway Station and all expenses for its shifting to site shall be borne by the contractor. The materials will be issued during working hours and as per rules of SMC from time to time.
- b) Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.
- c) Material shall be issued by the SMC in Standard/non-standard sizes as obtained from manufacturer.
- d) Contractor shall construct suitable godowns at site for storing the materials to protect the same from damage due to rain, dampness, fires, theft etc.
- e) The contractor should take the delivery of the materials issued by the SMC after satisfying himself that they are in good conditions. Once the materials are issued, it will be the responsibility of the Contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the contractor to replace them at his according to the instructions of the Engineer-in-charge.
- f) For delay in supply or for non supply of materials to be supplied by the SMC, on account of natural calamities, act of enemies, other difficulties beyond the control of the SMC, the SMC carries non-responsibilities. In no case the



contractor shall be entitled to claim any compensation for loss suffered by him on this account.

- g) None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from manufacturer. The materials issued by the owner shall be used for the work only and no other purpose.
- h) Contractor shall be required to execute indemnity bond in the prescribed form for the same custody and account of materials issued by the owner.
- i) Contractor shall furnish sufficiently in advance a Statement of his requirements of quantities of materials to be supplied by the SMC and the time when the same will be required for the work, so as to enable Engineer-in-charge to make arrangements to procure and supply the materials.
- j) A daily account of materials issued by the owner shall be maintained by the Contractor showing receipt, consumption and balance in hand in the form laid down by Engineer-in-charge with all connected paper and shall be always available for inspection in the site office.
- k) Contractor shall see that only the required quantities of materials are got issued and no more. The contractor shall be responsible to return the surplus materials at SMC's store at his own cost.

GC-63 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER :

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the SMC either by issue from SMC stock or purchase made under orders or permits or licenses issued by the Government, the contractor shall hold the same materials as trustees for owner and use such materials economically and solely for the purpose of contract and not dispose them off without the permission of SMC and return, if required by Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such prices as Engineer-in-charge shall determine having due regard to the conditions of the materials. The price allowed to contractor shall not exceed the amount charged to him excluding the storage charges if any. The decision of Engineer-in-charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of license of permits and/or for criminal breach of trust be liable to compensate SMC at double rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-in-charge and his decision shall be final and conclusive.

GC-64 MATERIALS OBTAINED FROM DISMANTLING :

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 SMC and will be disposed of as per instruction of Engineer-in-charge in the best interest of the SMC



GC-65 ARTICLE OF VALUE OR TREASURE FOUND DURING CONSTRUCTION:

All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which shall be found in under or upon site shall be the property of the owner and the contractor shall properly preserve the same to the satisfaction of Engineer-in-charge and shall hand over the same to the owner.

GC-66 DISCREPANCIES BETWEEN INSTRUCTIONS :

If there is any discrepancy between the various stipulations of the contract documents of instructions to the contractor or his authorised representative or if any doubt arises as in the meaning of such stipulation or instructions, the contractor shall immediately refer in writing to the Engineer-in-charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy, shall in any event be admissible.

Incase there is any discrepancy in measurements shown in drawing and specifications, the same shown in drawing shall be considered as final and will be binding upon the contractor.

GC-67 SCHEDULE OF QUANTITIES AND EXTRA ITEMS :

A. Schedule of Quantities :

Variations in the quantities of work in schedule of quantities shall not vitiate the contract. Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those entered in the tender of estimate.

B. Extra Items :

The rate of extra item to shall be decided as per R & B (SOR of 2015-16) & G.W.S. S. B and Tender premium / discount. If any Item is not available in the same SOR, then SOR of R&B (Surat) – shall be referred. And if any extra or miscellaneous item which is not mentioned in the Government S.O.R. The Contractor shall be bound to execute the same item as per current market rate derived by the SMC.

GC-68 ACTION WHEN NO SPECIFICATION IS ISSUED :

In case of any class of work for which no specification is supplied by the SMC in the tender documents, such work shall be carried out in accordance with I.S.S. do not cover the same, the work should be carried out as per standard Engineering practice subject to the approval of Engineer-in-charge.

GC-69 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 or specification for any item. In case it is notice 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 SMC is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer or demand.

GC-70 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.

GC-71 TEST OF QUALITY OF WORK :

1. All workmanship shall be of the best kind described in the contract document and in accordance with the instructions of Engineer-in-charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-charge may directed at the place of manufacture of fabrication or on site or at any such place. Contractor shall provide assistance, instruments labour and materials as are normally required for examining measuring and testing any work workmanship as may be selected and required by Engineer-in-charge.
2. All tests will be necessary in connection with the execution of work as decided by Engineer-in-charge shall be carried out at an approved laboratory at contractor's cost.
3. The contractor shall furnish to Engineer - in - charge for approval when requested or if required by the specification adequate samples of all materials and finished goods to be used in work and sufficiently in advance to permit test and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.
4. All the testing charges shall be borne by the Contractor.

GC-72 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it appears 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 comprises of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith 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.

**GC-73 SUSPENSION OF WORK :**

Contractor shall, if ordered in writing by Engineer-in-charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding two months) as ordered and shall not after receiving such written order proceed with the work until he shall have received a written order to proceed therewith the contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the contractor corresponding to the delay caused by such suspension of work if the applied for the same provided the suspension was not consequent upon any default or failure on the part of the contractor.

GC-74 OWNER MAY DO PART OF THE WORK :

When the contractor fails to comply with any instructions given in accordance with the provisions of this contract, the SMC has the right to carry out such parts of work as the SMC may designate whether by purchasing materials and engaging labour or by the agency of another contractor. In such case the SMC shall deduct from the amount which otherwise might become due to contractor the cost of such work and materials with Ten (10%) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contractor, contractor shall pay the difference to SMC

GC-75 POSSESSION PRIOR TO COMPLETION :

The Engineer-in-charge shall have the right to take possession of or to use any completed or partly completed work or part of work, such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contractor. If such prior possession or use by Engineer-in-charge delays the progress of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC-76 COMPLETION CERTIFICATE :

As soon as the work has been completed in accordance with contract (except in minor respect that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per general conditions of contract and has passed the tests on completion, the Engineer-in-charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which work has been completed and has passed the said tests and SMC shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, SMC shall be entitled to take over any group or groups before the other or others and there-upon the Engineer-in-charge will issue a completion certificate which will, however, be for such group or groups so taken over only. In order that contractor could obtain a completion certificate, he shall made good, with all speed any defect arising from the defective materials supplied by contractor or workmanship or any act or omission of contract that may have been discovered or developed after the work or group of works has been taken



over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within a reasonable time, SMC may proceed to do work at contractor's risk and expenses and deduct from the final bill such amount as may be decided by SMC. If by reason of any default on the part of the contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contractor for completion of work, SMC shall be at liberty to use work or any portion thereof in respect of which a completion-certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of this work for the issue of completion certificate.

GC-77 SCHEDULE OF RATES :

1. The price/rates quoted by the contractor shall remain firm till the issue of final certificate and shall be subject to price ADJUSTMENT CLAUSE GC-35. 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 handling overwork 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 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 completion 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 described specifically in contract documents.
2. 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.
3. 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 for work and shall include an indemnity to-owner which contractor hereby gives against all action, proceeding, 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.
4. 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 obtained. All of such expenses shall be deemed to



have been included in and covered by schedule of rates. Contractor will also obtained and pay for all permits or other privileges necessary to complete work.

5. 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 SMC in the exercise of his power and no account of extension of time granted due to various reasons.
6. 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.

GC-78 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 authorised agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorised representative and signed by contractor or his authorised agent in token of acceptance. If the contractor or his authorised agent fails to be present when ever 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 authorised representative not withstanding the absence of contract and these measurement will be deemed to be correct and binding on contractor.
2. Contractor will submit a bill in approved proforma 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, far as admissible, adjusted if possible, within 10 days of presentation of the bills.
3. 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 to the extent of 75% of the value of materials of unperishable nature and under which the owner secured a lien on these materials and is safeguard against losses due to any reasons whatsoever. Safeguard of all material is contractors responsibility. 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 and 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.I.

GC-79 RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES :

All running account payments 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.

GC-80 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 particular 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 the necessary particulars as above within the time above specified shall be an absolute waiver thereof.

GC-81 PAYMENT OF CONTRACTOR'S BILL :

The price to be paid by the SMC 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.

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.5,000/- 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 shall be released to the contractor within Thirty (30) days of submission of the bill in case of running bill and with in two (02) 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.

GC-82 FINAL BILL :

The final bill shall be submitted by Contractor within two (02) month of the date of physical completion of work, Otherwise the Engineer-in-charge certificate of the measurement and of total amount payable for work shall be finalized binding on all parties.



GC-83 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 for the Company.

GC-84 COMPLETION CERTIFICATE :

1. When the contractor fulfil his obligation as per terms of contract he shall be eligible to apply for completion certificate. Contractor may apply for separate completion certificate in respect of each such portion of work by submitting the completion documents alongwith such application for completion certificate.

The Engineer-in-charge shall normally issue to contractor the completion certificate within 2 (Two) month after receiving an application thereof from contractor after verifying from the complete documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract document. Contractor after obtaining the completion certificate is eligible to present the final bill for work executed by him under the terms of contract.

2. Within 2 (Two) month of completion of work in all respect contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed, until all (1) scaffolding, surplus materials and rubbish is clearing off site completely (2) until work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive and (3) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-in-charge. If contractors shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-in-charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose of the same he thinks fit.
3. The following documents will form the completion documents :
 - (a) Technical documents according to which work was carried out.
 - (b) Construction drawings showing therein the modifications and corrections made during the course of execution signed by Engineer-in-charge.
 - (c) Completion certificate for "Embedded" or "Covered" up work.
 - (d) Certificate of final levels as set out for various works.
 - (e) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to SMC's store duly supported by necessary documents.
4. Upon expiry of the period of defects liability and subject to Engineer-in-charge being satisfied that work has been duly maintained by contractor



during the defects liability period as fixed originally, or as external subsequently and the contractor has in all respects made up by subsidence and performed all his obligations under contract, the Engineer-in-charge shall (without prejudice to the rights of owner in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-in-charge notwithstanding previous entry upon and taking possession, working or using of the same or any part thereof by owner.

5. Final Certificate only Evidence of Completion :

Except the final certificate no other certificate or payments against a certificate or an general account shall be taken to be an admission by owner of the due performance of contract or any part thereof or of occupancy validity of any claim by the contractor.

GC-85 TAXES, DUTIES ETC. :

GST and other Taxes:-

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

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

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

1% Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat.



GC-86 INSURANCE :

Contractor shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of owner as follows :

1. Employees State Insurance Act :

Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees' State Insurance Act 1948, and Contractor further agree to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the CENTRAL or State Government of Local authority by reasons of any asserted violation by contractor or Sub-Contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising tender, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor, by third parties or by CENTRAL or State Government authority or any administrative Sub-division thereof.

Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration from and all forms which may be required in respect Contractor's or Sub- contractor's employees these aggregate remuneration is Rs. 400/- p.m. or less and who are employed in work provided for or those covered by E.S.I from time to time under the agreement. The Contractor shall deduct and secure the agreement of the Sub-contractor to deduct the employees' contribution as per the first Schedule of the Employees' State Insurance Act from wages. Contractor shall remit and secure the agreement of Sub-contractor to remit to the State Bank of India Employees' State Insurance Corporation Accounts, the employees contribution as required by the Act Contractor agrees to maintain all cares and record as required under the Act in respect of employees and payments and contractor shall secure the agreements of the sub-contractors to maintain such records, any expenses incurred for the contributions or maintaining records shall be to contractor's or sub-contractor' account. Owner shall retain such sum as may be necessary from the contract value until contractor shall furnish satisfactory proof that all contribution as required by the Employees' State Insurance Act 1948 have been paid.

2. Workman's Compensation And Employees Liability Insurance :

Insurance shall be effected for all contractors employees engaged in the performance of this contract. If any part of work is sublet, contractor shall require the sub-contractor to provide workmans' compensation and employer's liability insurance which may be required by owner.

3. Other Insurance required under law or regulation by owner :

Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by owner.

**GC-87 DAMAGE TO PROPERTY :**

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or Procured by owner or of other Agencies within the premises of all work of owner, if such loss or damage is due to fault and / or the negligence or will full act or omission of contractor, his employees, agent representatives or Sub-contractors.
2. Contractors shall indemnify and keep owner harmless of all claims for damage to properties other than S.M.C's property arising under or by reasons of this agreement if such claims result from the fault and / or negligence or willful act of omission of contractor, his employees, agents, representatives or sub-contractors.

GC-88 LABOUR LAWS AND REGULATIONS :

1. The contractor shall be responsible for the strict compliance of and shall ensure strict compliance by his sub contractor employees and agents of all labours and others laws, rules or regulations having the force of law affecting the relationship of employer and employee between the contractor / sub-contractor and their respective employees.
2. No labour below the age of eighteen (18) year be employed on work.
3. Contractor shall pay to the labours engaged on work according the law.
4. The Contractor and sub-contractors of the contractor shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract Labour Abolition and Regulation Act 1970,) in so far as applicable) any and all such licenses, consents, Registration and / or other authorisation as shall from time to time be or become necessary for relating to the execution of work or any part of portion thereof or the storage or supply of any materials or otherwise in connection with the performance of the contract and shall at all times observance by the sub-contractors, employees and agents of all terms and conditions of the said licenses, consents, regulation and other authorisation and laws, rules and regulations applicable thereto.

GC-89 CONTRACTOR TO INDEMNIFY OWNER :

1. By entering into agreement of the work, The Contractor indemnified and keep indemnified the owner and every member, officer and employee of owner from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman / employee of the contractor or any sub-contractor and or from any liability and way to any workman / employee of the contractor or any sub-contractor under any law, rule or regulations having the force of law,



including but not limited to claims against the owner under the workman compensation Act 1923. The employees' Provident Funds Act 1952 and/or the Contract Labour (Abolition and Regulations) Act, 1970.

2. Payment of claims and damages :

If owner has to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the Contractor.

3. In every case in which by virtue of any provision applicable in the workman's Compensation Act 1923 or any other Act, be obliged to pay compensation to workman employed by Contractor the amount of compensation so paid, and without prejudice to the rights of SMC under sec.(12) Sub-section (2) of the said Act, SMC shall be at liberty to recover such amount from any surplus due to the contractor or the security deposit. SMC will not be bound to contest any claim made under section (12) Sub-section (2) of the said Act except or written request of Contractor and upon the contesting of such claim.
4. The Contractor shall protect adjoining sites against structural decorative and other damages that could be caused to adjoining premises by the execution of these works and made good at his cost, any such damage, so caused.

GC-90 IMPLEMENTATION OF APPRENTICE ACT 1964 :

Contractor shall comply with the provisions of the Apprentice Act 1964 and the orders issued thereunder from time to time. If the fails to do so, it will be a breach of contract. Contractor shall also be liable for any particular liability arising on account of any violation of the provisions of the Act by him.

GC-91 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS :

Contractor shall comply with all the rules and regulations of the local sanitary authorities or as framed by owner from time to time for the protection of health and sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-92 SAFETY CODE :
GENERAL :

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's safety rules and set fourth herein.

1. First Aid and Industrial Injuries :

- 1.1 Contractor shall maintain first aid facilities for its employees and chose of his sub-contractor.



- 1.2 Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in contractor's field office.
 - 1.3 All injuries shall be reported promptly to Engineer-in-charge, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.
2. General Rules :
 - 2.1 Carrying, striking, matches, lighters inside the project area & smoking within the job site is strictly prohibited Violators of smoking rules shall be discharged immediately. Within the operation area, not hot work shall be permitted without valid gas safety, fire permits. The Contractor shall also be held liable and responsible for all lapses of his sub-contractors / employees in this regards.
3. Scaffolding :
 - 3.1 Suitable scaffolding shall be provided for workmen for all works that can not 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 latter is used for carrying materials as well, suitable foothold sand handholds shall be provided on the ladder and the same shall be given inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).
 - 3.2 Scaffolding or staging more than 3.6 M (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform of scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings 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.
4. Maintenance of Safety Devices :
 - 4.1 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in some conditions 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 place or work.
5. Display or Safety Instructions :
 - 5.1 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.



6. Enforcement of Safety Regulations :

6.1 To ensure effective enforcement of the rules and regulations relating safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare Officer, Engineer-in-charge of safety Engineer of the owner or their representatives.

7. No Exemption :

7.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the contractor from the operations of any other Act or rules in force in the Republic of India.

7.2 In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code framed from time to time.

GC-93 ACCIDENTS :

It shall be the contractor's responsibility to protect against accidents on the work. He shall indemnify the Municipal Corporation against any claim for damage or for injury to persons or property resulting from, and in the course of work and also under the 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 persons 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 Municipal Corporation against all loss of damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fine consequence of failure to give notice under the workman's compensation Act or failure to confirm 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 workmens compensation Act VIII of 1923 including all modification thereof whether such compensation may become payable by the contractor or by the Municipal Corporation as principal employer, the Engineer-in-charge may retain out of money due and payable to the contractor such sum or sums of 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.

GC-94 It is clarified that if the contractor makes his own arrangements for water required for construction and labour camp etc. by drilling bore. No water charges will be recovered from the contractor. On the otherhand, even if the contractor is not taking connection and makes other arrangement to use Municipal water by tanker or tapping water from near private connection even so water charges shall be recovered as per relevant condition of the tender.



GC-95 TESTING AND INSPECTION CHARGE :-

The contractor shall have to borne all charges for testing and inspection purpose.
The contractor shall have to bear the to and fro travelling allowance of SMC official.

GC-96 SPECIAL CLAUSES REGARDING REFUND/RECOVERY OF EXCESS/ADDITION SECURITY DEPOSIT :-

In case the total amount of work done is less by 5% of the contract value, prorate 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.

The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the Contractor upto 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 rounded of to the nearest multiple of Rs. 25000/-such additional S.D. (4% of the additional amount) shall be recovered for the works amounting to Rs. 5/- Lacs or more.

GC-97 If the contractor fails to complete the work and the Commissioner on behalf of the Corporation takes actions in accordance to Clause 3(a) or (b) or (c) of the contract then in such cases the remaining work shall be carried out at the risk and cost of the original contractor by advertising the tender for the remaining work and the whole administrative process right from inviting the tenders to finalising the tender etc. shall have to be repeated. For this, a fixed amount of Rs. 1000/- shall be recovered from the original contractor towards the cost of re-advertisement and other administrative charges incurred by the department in finalising the contract for the remaining work. If however, separate advertisement is issued for the instant work, actual cost of advertisement shall be recovered. Such recovery shall be in addition to the recovery to be made under such other relevant clauses.

GC-98 No Contractor shall employ any person who is under the age of 15 years. If any contractor found employing person or persons under the age of 15 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in Child Labour (Prohibition & Regulation) Act 1986 and also, a penalty of Rs.20,000/-(Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in Child Labour Rehabilitation cum Welfare Fund.

GC-99 The Engineer-in- charge shall have power to take any alteration in, or addition to the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer- in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the



contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which on rates is specified in this contract than such class of work shall be carried out at the rates entered in the schedule of rates of Municipal Corporation or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower if the additional or altered work for which no rate is entered in the schedule of Rates of Municipal Corporation is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Commissioner will be final.

Where, however, the work shall have to be executed according to the designs; drawings and specifications recommended by the contractor and accepted by the competent authority the alteration above referred to shall within the scope of such designs drawings and specification appended to the tender.

GC-100 The contractor shall not be entitled to claim any compensation from Municipal Corporation for the loss suffered by him on account of delay by Municipal Corporation in the supply of materials entered in Schedule 'A' where such delay is caused by

- (1) Difficulties relating to the supply of Railway wagons & availability of Government controlled materials-
- (2) Force Majeure.
- (3) Act of God.
- (4) Act of the Nation's enemies or any other reasonable cause beyond the control of Municipal Corporation.

In the case of such delay in the supply of material the Municipal Corporation shall grant such extension of time for the completion of the work as shall appear to the Commissioner to be reasonable in accordance with the circumstances of the case.

The decision of the Commissioner as to the extension of time shall be accepted as final by the contractor.



GC-101 Removal of contractor's Employees :

The contractor shall employ in and about the execution of the works only such persons as are careful, skilled, competent and experienced in their several trades and shall on the direction of the Engineer-in-charge forthwith cease to employ in and about the execution of the works any person who in the opinion of the client or Engineer-in-charge, misconducts himself, or is incompetent or negligent in the proper performance of his duties or whose continued employment is undesirable for any reason. Such persons shall not be again employed upon the works without the written permission of the client / Engineer-in-charge.

Sd/
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



10.0 SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL CONDITIONS :

- 1.1
- i] civil work are located within the premises of SMC
 - ii] Service roads are laid within and upto the site of the work. These will be available to the contractor subject to any limitations imposed by SMC.
 - iii] The contractor shall have to obtain tokens for himself and to obtain gate passes for removing any of his materials outside the premises. The contractors persons entry and exit will be through main gate only.
 - iv] Non availability of access roads or railway siding or permits for entry of vehicles and equipment at any specific area shall in no case be the cause to condone any delay in the execution of the works or be the cause for any claims or extra compensations.

1.2 Scope of Work

This tender enquiry covers **Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.** The schedule of quantities is given separately in tender. The broad scope of work is as follows and shall be carried out strictly in accordance with specifications and instructions of Engineer-in-charge issued from time to time. The contractor shall provide all necessary materials equipment, labour etc. for the execution and maintenance of work till completion unless otherwise mentioned in the tender documents. All materials that go with the work shall be approved by the Engineer in charge prior to procurement and use.

- Any and all other works indicated and considered necessary for the execution of this work whether or not specifically mentioned or called for.
- Any type of service utilities such as electrical, telephone, any other cables damaged or disturb should be put in use at the cost of contractor. No payment will be given for such damages by SMC.

1.3 Water Supply & water charges

For all the purposes connected with the work, the contractors shall be allowed the use of water from the Municipal mains wherever available at prevailing rates. The contractors, however, will have to make their own arrangements to get at their cost necessary water connections from the Municipal mains. If the water is, in the opinion of the Engineer, used improperly or wasted, the Engineer may cause the supply of water to be discontinued or the water will be supplied to the Contractors at double the prevailing rate of water for the quantity of water used. In order to prevent the misuse or wastage of water by the Contractors, the Engineer shall be at the liberty to engage a Macadam at the cost of the Contractors on wages not exceeding Rs.150/- [Rupees One Hundred Fifty Only] per day [exclusive of other charges leviable by the Corporation under rules such as dearness allowance and



supervision etc.] for supervising and controlling the use of water by the contractors men.

Relaxation in Water charge

Option-1

Contractor will be used boring water or tanker water brought by other agency (except smc) for construction than contractor should be put testing report of water within 30 days from starting of work and give forwarding letter to consent office for that.

Option-2

If contractor will be used SMC supply water than,

- (1) After awarded the work, contractor should be get connection of water supply through license plumber in described format.
- (2) Contractor should be bared all expenses related to water connection.
- (3) Contractor should be paid water supply bill as per prevailing rules and rates & paid with in time limit of bill. If, Contractor will not paid that bills then amount of that bills shall be deducted in R.A. bill.
- (4) After completion of project, Contractor should be disconnect this connection of water supply and give intention to consent office.

1.4 Electric Supply for construction purpose.

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

2.0 SUBMISSION OF TENDER :

2.1 Tender must be submitted in original and without making any additions, alterations and as per details given in other clauses given here under. The requisite details shall be filled in by the contractor in the tender documents. The item rates shall be filled in the given schedules in this tender and bills of quantity should be clearly brought out in a separate letter.

2.2 Addenda / corrigenda to this tender documents, if issued must be signed and submitted along with the technical bid (i.e. Cover-1).

The tenderer should write clearly the revised quantities in Bills of Quantity of tender documents and should price the work based on revised quantities when amendments for quantities are issued in addenda.

3.0 DOCUMENTS :

3.1 The Tenders as submitted will consists of the following :

- i] Declaration showing all works of similar types and magnitudes carried out and on hand with the contractor and the value of works that remains to be executed must accompany the tender.



- ii] Solvency Certificate of Bank or a Revenue Officer of an amount upto 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the Contractor. In respect of the tenders from the co-operative society, a solvency certificate of an amount equal to 20% of the amount of work put to tender will have to be produced alongwith the tender or a certificate regarding the borrowing capacity of the society issued by the Legal Assistant, Director of Cottage Industries will have to be produced alongwith the tender.
- iii] Voucher for earnest money deposit must accompany the tender. Tenderer may pay earnest money in the 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.
- iv] Tenderer should submit the True Copy of the Certificates of Registration alongwith the tender without which the tender will not be considered.

3.2 All pages to be initialed

All signatures in tender documents shall be dated as well as all the pages of the sections of tender documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderer or by a person holding power of attorney, authorizing him to sign on behalf of the tenderer before submission of tender.

3.3 Discrepancies & Adjustments of Errors

Any error in quantity or amount in schedule 'B' showing items of works to be carried out shall be adjusted in accordance with the following rules ---

- a] In the event of a discrepancy between description in words & figures quoted by a tenderer in the 'rates' column, the descriptions in words shall be prevailed.
- 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 multiplications shall be amended on the basis of the rates.
- c] All the errors in totaling in 'amount' column and in carrying forward totals shall be corrected.
- d] Any rounding off of amounts against 'items' 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.



3.4 Signature of Tenderer

The tender shall contain the name, residence and place of business of person or persons submitting the tender and shall be signed by the tenderer with his usual signature. In case of partnership firm name of all the partners shall be given and tender shall be signed by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation limited company shall be signed by an authorised representative and a power of attorney in behalf shall accompany the tender. A copy of the constitution of the firm with the name of all the partners to be furnished.

3.5 Details of Experience

The tenderer should enclose documents to show that he has previous experience in having successfully completed in the recent past works of this nature, together with the names of owners, location on sites and values of contracts.

4.0 TRANSFER OF TENDER DOCUMENTS :

Transfer of tender documents purchased by on intending tenderer to another is not permissible.

5.0 VALIDITY :

The tender for work shall remain open for a period of 120 days from the date of opening of price bid of tender for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms & conditions of his tender, not acceptable to the corporation then, the corporation shall without prejudice to any right or remedy, be at liberty to forfeit in full the earnest money deposit.

6.0 ADDENDA/CORRIGENDUM:

Addenda/Corrigenda to the tender documents shall be issued prior to the date of submitting of tenders to clarify documents or to effect modifications in the design or contract terms. All addenda/corrigenda issued shall become part of tender.

7.0 RIGHT TO OWNER TO ACCEPT OR REJECT TENDER :

The right to accept the tender will rest with the SMC The SMC, however, does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed condition are not fulfilled are liable to be rejected.



8.0 RETENTION MONEY :

The sum of amount mentioned under Clause-8 of Memorandum of works will be retained by the SMC as retention money. This amount will be deducted progressively from each running bill of the contract by the SMC the above referred retention money will be released on virtual completion of work in the final bill.

9.0 COLLECTION OF DATA TENDERERS' RESPONSIBILITY :

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials.

10.0 SIGNING OF THE CONTRACT :

The successful tenderer shall be required to execute an agreement in the proforma attached with the tender documents within ten days of the receipt by him of the notification of acceptance of tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the acceptance of the tender shall be considered as cancelled and Earnest Money Deposit amount will be forfeited.

11.0 CO-ORDINATION OF WORK :

The Engineer-in-charge shall co-ordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It must be the responsibility of the contractor to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

12.0 INTERPRETATION OF CONTRACT DOCUMENTS :

12.1 Except if and to the extent otherwise provided by the contract, the provisions of the General Conditions of Contract and special conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory, should there be any discrepancies, inconsistencies, errors or omissions in the contracts or any of them, the matter may be referred to the Engineer-in-charge who shall give his decisions and issue to the contractor instructions directing in what manner the work is to be carried out. The decision of the Engineer-in-charge shall be final and conclusive and the contractor shall carry out the work in accordance with this decision.

12.2 Works shown upon the drawings but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

12.3 i] The various documents forming the contract are the essential parts of the contracts and a requirement occurring in one is as binding as though occurring in all, they are intended to be mutually explanatory and complementary and to describe and provide for a complete work.



ii] In the event of any discrepancies, the various documents forming the contract or in any one document, the following order of precedence should apply ---

a] Dimensions & quantities ---

i] Drawings.

ii] Schedule 'B' of the tender form.

On drawings, figures, dimensions, unless obviously incorrect will be followed in preference to shown dimensions

b] Description ---

i] Schedule 'B' of the tender form.

ii] Drawings

iii] Specifications

In case of defective description or ambiguity, the Engineer- in-charge should issue further instructions / directions in what manner the work is to be carried out, it being understood that the best modern practice is to be followed. The contractor should forthwith comply with such instructions

iii] The contractor should take no advantage of any apparent error or omissions in drawings or specifications and the Engineer-in- charge shall make such corrections and interpretations as necessary to fulfill the intent of the plans and specifications.

13. FORCE MAJEURE :

Any delays in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy; expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, acts of war, rebelling or sabotage or fires, floods, explosions, riots or illegal strikes. The contractor shall keep records of the circumstances referred to above and bring these to the notice of the Engineer-in-charge in writing immediately on such occurrences.

14.0 FORFEITURE OF RETENTION MONEY :

Whenever any claim against the contractor for the payment of a sum of money arises out of or under the contract, the SMC shall be entitled to recover such sum by appropriating in part or whole of the retention money of the contractor. In case, the retention money is insufficient or if no retention money has been taken from the contractor, then the balance or the total sum

recoverable, as the case may be, be deducted from any sum then due or which at any time thereafter may become due to the contractor. The contractor shall pay on demand any balance remaining due.



15.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

If at any time after the commencement of the work, the corporation shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to 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 the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been by reason of any alterations having been made in the original specifications, drawings, designs and instruction which shall not involve any curtailment of the works as originally contemplated.

16.0 RIGHT OF THE CORPORATION TO DETERMINE/TERMINATE CONTRACT :

- i] The Corporation shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the Corporation the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the site as verified and approved by the Engineer-in-charge and of the value of the work done to date by the contractor shall be paid for in full at the rate specified in the contract. A notice in writing from the Corporation to the Contractor of such determination and the reason, thereof shall be the conclusive proof of the fact that the contract has been so determined and terminated by the Corporation.
- ii] Should the contract be determined under sub-clause (i) of this clause and the contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Corporation shall consider and admit such claims as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-charge. The decision of the Commissioner on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the contractor.

17.0 DRAWINGS TO BE SUPPLIED BY THE CORPORATION :

17.1 The tender purpose drawings are attached herewith.

18.0 SETTING OUT WORKS :

The Engineer-in-charge shall furnish the contractor with only work site and a level bench mark and the contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.



19.0 RESPONSIBILITY FOR LEVEL & ALIGNMENT :

The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer-in-charge.

20.0 CONTROLLED MATERIALS (ESSENTIALITY CERTIFICATE) :

- [i] As regards controlled materials, the corporation will help to arrange for the permit as far as possible and help the contractor in securing the same. All incidental charges not within procuring these materials shall be borne by the Contractor himself. Though the Corporation will help to manage for the permit as far as possible and help the Contractor in obtaining the materials it shall not accept any responsibility for any delay or loss on account of delay caused to the Contractor while obtaining the same.
- [ii] The Contractor shall submit to Engineer-in-charge on close of every calendar month, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled materials during the months.
- [iii] The Contractor shall permit the Engineer-in-charge or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Engineer-in-charge or his representative(s) desire(s).

21.0 DISCREPANCIES BETWEEN INSTRUCTIONS :

Should any discrepancy occur between the various instructions furnished to the contractor, his agents or staff, or any doubt arises as to the meaning of any such instruction or, should there be an misunderstanding between the instructor's staff and the Engineer-in-charge's staff, the Contractor shall immediately report the matter in writing to the Engineer-in-charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

22.0 INSPECTION OF WORK :

The Engineer-in-charge or his representative will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/ workshops wherever situated, premises/workshop of any person, firm or corporation where materials are being made or are to be supplied, and the contractor shall afford or procure for the Engineer-in-charge or his representative every facility and assistance to carry out such inspection. The contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his representative to visit the works



shall have been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven day's notice in writing to the Engineer-in-charge or his representative before covering up or otherwise placing beyond reach of inspection and measurement any other work in order that the same work may be inspected and measured. In the event of breach of the above, the same shall be uncovered at contractor's expense for carrying out such measurements or inspections.

23.0 TESTS FOR QUALITY OF WORK :

All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be required and selected by the Engineer-in-charge.

24.0 THE CORPORATION MAY DO PART OF THE WORK :

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the Corporation has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the Corporation may designate or also engage another Contractor to carry out the work. In such cases, the Corporation shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Corporation.

25. PROCEDURE OF MEASUREMENT/BILLING OF WORK IN PROGRESS FOR EXTRA ITEMS : MEASUREMENTS :

- 25.1 All measurements shall be in metric system as specified by joints measured by the representative of the Engineer-in-charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-charge or his authorised representative and signed in token of acceptance by the contractor or his authorised representative.
- 25.2 All works shall be measured by standard measure and accordance to the rules and custom of the Public Works Department without reference to any local custom.
- 25.3 The measurements of work will be taken according to the usual methods in use in the Public Works Department and no proposals to adept alternative methods will be accepted. The Engineer-in-charge decision as to what is the usual method is use in the Public Works Department will be final.



25.4 The rate of any extra item or miscellaneous item to be executed shall be as per Government R&B, Surat/ G.W.S.S.B.,S.O.R. rate 2011-2012 (+)plus or (-) minus percentage or lower stated in the tender.

26.0 ACCIDENT LIABILITIES :

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

- (a) On occurrence of accident, resulting in death of workman employed by the Contractor which is so serious as is likely to result in death of such workman who meet with accident, the Contractor shall within 24 hours of accident, will intimate in writing to Engineer-in-charge of such incidence. The Contractor shall indemnify client, against all losses/damages sustained by the client resulting directly or indirectly from his failure to give such intimation to client including penalties/fines if any, payable by client as a consequence of client's failure to give notice under workman's compensation act or otherwise to conform the provision of this act in regard to such accidents.
- (b) In case when such compensations as above becomes payable under workman's compensation act, whether by contractor or by client as principal employer, it shall be law full for the Engineer-in-charge to retain out of money due and payable to the Contractor, such sum or sums of money as may in the opinion of the Engineer-in-charge be sufficient to meet such a liability, the opinion of the Engineer-in-charge shall be final in regard to all matters arising under this clause.

27.0 INSURANCE :

The Contractor shall take "All Contract Risk Insurance Policy" for the estimated cost of this work "Work's Man Compensation Policy" for all workers and labours of contractor and client working at site and "Third Party Insurance Policy" to fully cover all third party type risk. The insurance policy so taken by the Contractor for such purposes shall be in the joint name of the Contractor and the client and the policy shall be deposited with the client.

28.0 Contractors shall have to use maximum machinery for the work as per the direction of Engineer-In-Charge.

29.0 **Please read carefully**

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.



(1) 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.

- (30) 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.
- (31) 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.

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



11.0 MEMORANDUM

I / We _____ the undersigned do hereby tender for carrying-out the work described in the schedule subject to the conditions annexed in Schedules attached herewith in tender documents

1.	General Description of work	:	Providing, Supplying & fixing of Play Equipment in various Garden in SMC limit.
2.	Estimated Cost	:	Rs.1,00,00,000.00
3.	Earnest Money Depository	:	Rs.1,00,000 .00
4.	Additional Security Deposit (i) Cash (not less than the amount of earnest money)	:	Rs. 2% of Tender Amount.
	(ii) To be deducted for current bills	:	Rs. 2% of Each Running Bill.
	Total Deposit	:	Rs. 4% of Tender Amount.
5.	Time allowed for the completion of work from date fixed in written order to commence	:	24 (Twenty Four) months Including monsoon.
6.	Compensation for delayed work under Clause 20A	:	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent (10%) of the contract price.
7.	The progress of work should confirm to the following schedule		
	1/4 of the work in	:	1/4 of the time.
	1/2 of the work in	:	1/2 of the time.
	3/4 of the work in	:	3/4 of the time.
8.	Retention Money Deposit	:	5% (Five Percent) of work done and to be deducted form running Account Bills.
9.	Defect Liability Period	:	12 (Twelve) Months From the Completion of work.
10.	Water Charges	:	CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY on next page.
11.	Construction Cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. of Gujarat.	:	1% of Work Done Amount in R.A.Bill

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



SURAT MUNICIPAL CORPORATION

DELIVERY PLACES

NAME AND ADDRESS :

Various Garden in SMC limit

sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



12.0 GENERAL TECHNICAL SPECIFICATION FOR WORKS

GENERAL :

1. In the specification “as directed “/ “Approved” shall be taken to mean as directed / approved by the Engineer-in-charge.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In “mode of measurement” in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provision on these particular point or aspects in the relevant Indian Standards shall be referred to.
4. The distance which constitutes lead shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regards shall be taken as final.
5. Where not lead is specified, it shall mean “all leads”.
6. Definite particulars covered in the item of work, though not mentioned or elucidated in its specification shall be deemed to be included therein.
7. Reference to specifications of materials as made in the detailed specifications the item of works is in the form of a designation containing the number of specification of the material and prefix “M” e.g. ‘M-s’
8. Approval of the samples of various materials given by the Executive Engineer shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by Executive Engineer
9. The contract rate of the item of work shall be for the work completed in all respects.
10. No collection of materials shall be made before it is got approved from the Executive Engineer.
11. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
12. Materials, if any when rejected by the Executive Engineer shall be immediately removed from the site of work.
13. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage on overloading of the various components of the structure.
14. All work shall be carried out in a workmanlike manner as per the best techniques for the particular item.



15. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignments of the work during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
16. The mode, procedure and manner of, execution shall be such that it does not cause damage or over-loading of the various components of the structure during execution or after completion of the structure.
17. Special modes of construction not adopted in general engineering practice, if proposed to be adopted by the contractor, shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Executive Engineer shall not, however, absolve the contractor of the responsibility of any adverse effects and consequences of adopting the same in the course of execution or completion of the work.
18. All necessary safety measures and precautions (including those laid down in the various relevant Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
19. The testing charges of all materials shall be borne by the contractor.
20. Approval to any of the executed items for the work does not in any way relieve the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

sd/-

Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



13.0 ITEMSWISE DETAILED TECHNICAL SPECIFICATION

Specifications for Children play equipments.

This item of children play equipments is general. Specification for any equipment of children play area made out of Steel fabrication, FRP, plastic moldings and wood in any combination which includes all these elements or includes a few are covered by this specification. However these are not the only sole components but they form the major parts of the body.

1.1. Materials:

- 1.1.1. Pipes are virgin Galvanized steel conforming to I.S. 1161 and I.S. 1239 (part 10) of approved brand.
- 1.1.2. F.R.P.: Fiber glass reinforced plastics are made of top quality polyesters resin of reputed brand, virgin quality standard glass made of approved brand only. The molding of FRP shall be done by Contact molding which gives minimum hardness of 35 bhn.
- 1.1.3. Molding: Plastic molded components shall be of non Ageing, non toxic materials with U.V. stabilizers.
- 1.1.4. Bearings; Bearings shall be of reputed make and press fitted.
- 1.1.5. Fasteners: Bolts and nuts shall be Galvanized and of approved brand.
- 1.1.6. Painting to the components would be powder coating process using pure polyester powder of known brand like Berger, ICI, Asian paints or equivalent with coat of minimum 60 microns.
- 1.1.7. For the purpose of installation of the unit the item no 1 to item no 32 and their relevant material specifications shall be followed.
- 1.1.8. All materials are used in equipments like FRP, Powder coats, pipes etc. should be tested in presences of Engineer-In-Charge of SMC & test certificate should be submitted to SMC. If testing is out of Surat, than Supplier have to arrange testing at its own cost.

1.2. Workmanship:

- 1.2.1. Steel components shall be welded by CO2 / electric arc welding using approved quality welding rods confirming to I.S.: 814. All welded joints shall be properly grounded and coated with an epoxy sealant for rust resistance. All sharp edges and corners shall be properly grinded before painting. All sheet metal components shall be galvanized for rust resistance.
- 1.2.2. Relevant item number description shall be followed for fabrication works.
- 1.2.3. Also the product shall have a finish equivalent to the best amongst the various products and of make as approved by Executive Engineer
- 1.2.4. Any item supplied shall be installed on site.



- 1.2.4.1. Based on the size of the equipment a base shall be worked out. Necessary excavation shall be carried out and a firm base prepared. Over this base PCC 1:3:6 (1 cement : 3 coarse sand : 6 Coarse aggregate 20mm down) minimum thickness of 100 mm.
- 1.2.4.2. Now the equipment shall be laid in position along with all anchors of the support complete.
- 1.2.4.3. Necessary foundation support shall be carried out.
- 1.2.4.4. Footing / pedestal shall then be cast once the equipment has been brought to thorough line and level.
- 1.2.4.5. Necessary curing would be carried out.
- 1.2.4.6. All work would be carried out as per item no. 1 through 7 specifications.
- 1.2.5. The whole process should be completed to finally give equipment ready for use smoothly without any undue vibrations, shocks etc.
- 1.3. Mode of measurements and payments:
 - 1.3.1. Rates include rates for all material equipments, tools and tackles required for complete equipment.
 - 1.3.2. Rate includes labor and material for erection / installation of equipment.
 - 1.3.3. Rate is for a unit of one number.

sd/-
Executive Engineer (Garden)
Surat Municipal Corporation

Signature of the Contractor
With seal.
Address:
Date:



PROCESS CONTROL SPECIFICATION, WHICH IS STRICTLY APPLICABLE TO ALL THE MENTIONED “PLAY APPARATUS”

MATERIALS:

All materials shall be of first grade quality as per specified standards. The company is following all the procedures of ISO 9001 : 2008 standards.

G.I. PIPES :

The GI pipe quality and approved make of Tata / Jindal / Asian / Zenith of ISI 1239 (Part I) 1979.

M.S. ANGLE:

All M.S angle are as per No.226 of 1975 (latest) approved make. This standard specifies sufficient strength to hold all kinds of assembly of playground equipments wherever it is applicable.

Clamps for Multiactivity Play Systems :

We use clamps to assemble the Multi activity Play Systems. The Clamps are made from nylon grade 6 plastic and are fitted with SS 304 graded non rusting nut-bolts conforming to ASTM E-1086:1994.

ELECTRICAL WELDING RODS:

Electrical welding rods shall be Cito 5 manufactured by Advani or liken or Sunarc equivalent. The welding rods shall not be kept in open environment much before in use as it may get affected by water vapour from the air, which may result in priority defect in the weld. Thus reduces the welding strength.

NUT BOLTS & OTHER FASTENERS:

The galvanized iron nuts, bolts, and other fasteners must be used for all moving and non-moving type of play equipments. All the fasteners used are of standard ones.

ELDING:

The joining work shall be done by Metal Inert Gas (MIG) welding process where carbon dioxide (CO₂) is used as the inert gas. There shall not be any longitudinal joint to make up the length in any member of the apparatus, unless otherwise stated or permitted. The welded joints shall be ground with electric surface grinder and finally polished the ground surface are then finished with epoxy sealant of M-seal brand. Utmost care is taken while welding to ensure that won't be any under cuts or foreign particles entrapment or hydrogen embitterment in the welded joints.

BENDING:

During bending operation it is ensured that there won't be any deformations in the diameter of the pipe more than 1.2 times the dia. This is achieved by use of slip gauges, and the usage of special bending dies suitable for different diameters. All the bending are done by using mechanical bending machine, to give the perfect curves. Other non-standard and complicated curves are formed manually by using special pipe holding fixtures which are capable to give a wide range of shapes to the pipes.

DRILLING:

All the holes are drilled by the use of specially designed hardened drilling fixtures to ensure repeatability and interchange ability of the components.



CUTTING:

All the cutting are done by the use of bend saw machine and cross cutting machines to ensure linearity in cutting and exact length.

PLATING:

All the plated parts are hot dipped galvanized or electro galvanized which are passivated and thicknesses of all plating are ensured to be a minimum of 10 microns.

F.R.P PROCESS:

All the fibre reinforced plastic (FRP) materials are processed by the hand laid process which is considered to be the best of its type in the wherein the process is as follows:

- After the preparation of the mould is done a layer of gel coat is applied which is of NPG which is duly mixed with UV stabilized pigment to give the required colour to the product.
- Then a coat of GP resin is applied above the surface of the gel coat after it becomes tack free.

THE CONSTITUTIVE LAYERS OF C.S.M (CHOPPED STRAND MATT GLASS)

- Fibers are laid down along with resin to the required extend to build up the required thickness in sandwich pattern.
- The back side coating of the resin is done to give a smooth finish.
- The moulds are kept open to dry for a specified duration. This procedure strengthened the FRP.
- After the mould is completely cured for the specified duration the FRP is removed from the mould. Then all the corners and edges of it are ground to make them smooth and harmless from the strands of the glass wool.

ROTO MOULDED PLASTIC PROCESS :

Use Bi axial 3 arm rotational machine. The Oven temperature is set to 180 to 210 degree Celsius. LLDPE (Linear Low Density Polyethylene) of Grade -36RA045 UV 4% is mixed with Color Pigment in Color Mixer for even mixing. The mixture of LLDPE & Color Pigment is spread in the required mould. The quantity of material is used such that it gives a wall thickness of 4 to 5mm. The mould is then mounted in the arm of the machine, the arm is then shifted to the oven for fussion for 20 mins. The arm is made to rotate in X & Y axis for proper moulding. The arm is then shifted to the cooling station for 20mins for proper cooling. The arm is shifted to the loading & unloading station for de-moulding.

PAINTING PROCESS of Steel Structures:

Item no.-1 *All the steel items that are to be painted are first made free from:*

- Any burr and welding spots are grounded to finish and cleaned.
- With degusting chemical solutions and phosphating is done and all the welded joints are applied with epoxy sealant.
- Exposure to atmosphere so that further corrosion is not going to take place besides the sealing process a parts smooth and better aesthetics to the product.
- The powder is sprayed onto the substrate by means of static electric gun at 8000 volts, ensure uniform powder thickness all over. The thickness maintained is a minimum of 60 to 80 microns. (dry films thickness).
- The coated product is then cured in oven at 200 degree Celsius for twenty minutes.

**INSPECTION:**

All the raw materials and parts are inspected for any defects like scratches, dents, cracks and similar shortcomings. The in-process parts are inspected while working on them by the skilled operators themselves and by the supervisors for matching ability and conformance to the desired dimensions. The company carries out 100% inspection of the final goods produced for the conformation with specifications. All the part assemblies are checked for their matching with corresponding parts and their interchange ability.

PACKING

All the equipments manufactured, painted and tested for quality are then packed to make them ready for dispatch. The packing material generally used is of HDPE type or it is called as bubble packing. This packing facility provides shock absorbing capacity and damage proofing to the packed product. Many times sample plastic packing is used to wrap and tie the product in order to provide dirt and scratch proofing.

- *FOR ANY ADDITIONAL SPECIFICATIONS THE WORK SHALL BE EXECUTED AS DIRECTED BY ENGINEER IN CHARGE.*
- (NB = NOMINAL BORE = INNER DIA / LLDP = LINEAR LOW DENSITY PLASTIC)

GENERAL MATERIALS SPECIFICATIONS

PIPES :- All pipes are of galvanized steel confirming to IS: 1239 (part) of reputed make like Asian, Tata, Zenith etc.

FIBERGLASS REINFORCED PLASTIC :- all FRP products are made of top quality polyester resin of reputed brands and virgin quality standard glass made of reputed brand only. The molding of frp is done by contact moulding & has a minimum hardness of 35bhn. The frp products are all self pigmented, food grade materials with U.V. stabilizers. The following grades and quality of materials are used for making FRP :-

GELCOAT	ISOPHTHALIC TOOLING GELCOAT (DRY SLIDE)
RESIN	UNSATURATED POLYESTER RESIN ORTHOTHALIC THIXOTROPIC RESN
MAT	FIBERGLASS E-MAT 450 CSM
MAT	FIBERGLASS E-MAT 300 CSM
MAT	FIBERGLASS WOOVEN ROVING 600 GSM
MEKP	CATALYST MEKP
ACCLERATOR	ACCELERATOR COBALT



ROTO MOULDED PLASTIC:- LLDPE with self pigmented colour and U.V. stabilizer are used in the roto moulded plastic products. The products are seamless for long life and durability. The material use in manufacture of rotational moulded plastic is LLDPE (Linear Low Density Polyethylene) of Grade -36RA045 (Food Grade Plastic) with density 963 kg/m . The material is added with anti-oxidant & 4% UV for protecting the product from color fading. The material is tested with weather ability test, carbon test, M.F.I. (Melt Flow Index) test, fatigue test. The mold is fixed to three arm bi-axial rotational molding machine.

SWING SEATS:- It is made of synthetic rubber reinforced with heavy duty canvas & has a chequered non-skid top. The rubber seat is affixed on 6mm thick GI chain which is rubber dipped to prevent figure entrapment the seat is fixed with S hook of dia 8mm & triangular hook of grade SS 304.

BEARINGS:- All bearings are of reputed make (like SKF) & press fitted for smooth rotation with lubricant and water silence.

FASTERNERS:- All bolts & nuts are totally galvanized.

FABRICATION:- All steel components are welded by electric are welding using the best quality welding rods confirming to IS: 814. All welded joints are properly rounded & coated with an epoxy sealant for rust resistance. All sheet metal components are galvanized for rust resistance.

POWDER COATING: The powder is sprayed onto the substrate by means of static electric gun at 8000 volts, ensure uniform powder thickness all over. The thickness maintained is a minimum of 60 microns. (dry films thickness).

The coated product is then cured in oven at 200 degree Celsius for twenty minutes.

MANUFACTURING: SMC follow British & European standards for playground equipment under BS EN 1176: 1999 parts 1 to 7 & we require C.E. Certificate of product which is used in this tender.

- IS 1239 (part 1) 1990: Mild steel tubes tubular and other wrought steel fittings part 1 mild steel tubes (fifth revision)
- IS 1363 (part 1) 1992: Hexagon head bolts, screws and nuts of product grade C: part 1) hexagon head bolts (size range M5 to M64) (third revision)
- Part 2) 1992: hexagon head screws (size range m5 tom64) third revision)
- Part 3) 1992: Hexagon head nuts (size range m5 to m64) (third revision)
- IS 2429 (Part 1) 1987: Round steel short link chain (electric butt welded), grade l(3) part 1 non-calibrated load chains for lifting purpose (third revision)
- IS 3109 (Part 2) 1982: Short link chain, grade m(4): part 2 calibrated lad chain for pulley blocks and other lifting appliances (second revision)
- IS 6869 (Part 1) 1973: Playground equipment for parks : part 1 general requirements



PIT INFORMATION FOR GROUTING:

The fixing shall be done in M-20 PCC with minimum 30cm x 30cm x 45cm deep pit.

Specification of Play Systems:-

1. MULTIACTIVITY PLAY SYSTEM -01:

No	Description	Qty
1	Double swing	1
2	Single wave slide 5'with slide entry	1
3	Standard See - Saw	1

Specification for	:	
Age Group	:	5 to12 yrs.
Area	:	6.5m x 5.5m
Safe Area	:	8.5m x 7.5m
Height	:	1.52m

- **Sengle swing:**

The leg support of the double swing is made up of 150 NB while the top bar is made up of 50 NB GI pipes. The swings seats are made from 10 mm thick antiskid chequered reinforced rubber, which is suspended with rubber coated GI chain. The ball bearings are mounted inside a specially designed nylon clamp of double strength.

- **Frp flower leaf:**

Flower is made of fiber reinforcement plastic and given attractive colour to it.

- **Bubble panel:**

The bubble panel is provided for all decks for safety purpose and it is made up of LLDPE in rot mould process. It is supported by 20 NB GI pipes clamped to the vertical support pipe. The support pipe is powder coated to avoid rusting of the pipe.

- **Ladder 5':**

FRP ladder is made up of FRP with a conservative thickness of 4 mm. The ladder has reinforcement to maintain strength and avoid bending. The top surface of the ladder should be such that it should not deserve any kind of skiddy movement.

- **Single wave slide 5'with slide entry:**

Double wave slide is made up of frp of length 2920 mm thickness of 5mm.

- **Standard See - Saw**

This innovative spring see saw is an exciting product, which provides unlimited fun to the children playing on it. The dolphin is made up of PP sheet



of 12mm thick. The seating arrangement is also made up of FRP sheet of 3mm thk. The handles for gripping are made up of S.S material. The frame is made from 25 x 50 x 1.6 mm thk rectangular tube. Rubber padding is fixed at the bottom end of the tube to absorb the ground impact. The dolphins are mounted on a pair of heavy-duty compression spring. The dia of the spring rod is 20mm. The spring is mounted on 5mm thick plate. And the stand for support is made out of 50MM NB powder coated GI pipes. For a good foundation, M.S. angle of size 25 x 25 x 5 mm thk are provided. Special end caps are used to cover the nuts bolts so that no injury is caused to the child.

2. MULTIACTIVITY PLAY SYSTEM -02:

No	Description	Qty
1	SQ Deck 5' HT with canopy	1
2	SQ Deck 5' HT without canopy	1
3	Double swing	1
4	Roto railing	1
5	FRP Leader 5' ht	1
6	FRP Singlee wave slide 5' ht with slide entry	1
7	Ladder 5' ht	1

Specification for	:	
Age Group	:	5 to 12 yrs.
Area	:	5.2m x 4.5m
Safe Area	:	7.4m x 6.3m
Height	:	1.52m

- **SQ Deck 5' HT without canopy:**

The deck is made up of 4 mm thk fiber glass reinforced plastic. The top of the platform is made up of anti-skid surface with multi colored, pigmented resin. The back coat of fiber-reinforced plastic is such that the mat strands are not visible and the surface is tack free. The FRP is stiffened with a suitable wooden reinforcement. The vertical supports of the platform are made up of 80 NB GI pipes.

- **Rock Climber 5'ht:**

The Rock climber is made up of FRP. The rocks are molded on same platform and it has gradient from the ground. The climber is supported by 25 NB GI pipe at the bottom for ground support.

- **Double swing:**

The leg support of the double swing is made up of 150 NB while the top bar is made up of 50 NB GI pipes. The swings seats are made from 10 mm thick antiskid chequered reinforced rubber, which is suspended with rubber coated GI chain. The ball bearings are mounted inside a specially designed nylon clamp of double strength.



- **Bubble panel:**

The bubble panel is provided for all decks for safety purpose and it is made up of LLDPE in rot mould process. It is supported by 20 NB GI pipes clamped to the vertical support pipe. The support pipe is powder coated to avoid rusting of the pipe.

- **Ladder 5':**

FRP ladder is made up of FRP with a conservative thickness of 4 mm. The ladder has reinforcement to maintain strength and avoid bending. The top surface of the ladder should be such that it should not deserve any kind of skiddy movement.

- **Single wave slide 5'with slide entry:**

Single wave slide is made up of frp of length 2920 mm thickness of 5mm.

3. MULTIACTIVITY PLAY SYSTEM -03:

No	Description	Qty
1	SQ Deck 5' HT with canopy	1
2	SQ Deck 5' HT without canopy	1
3	Curve bridge with railing	1
4	Rock Climber 5'ht	1
5	Double swing	1
6	Roto railing	1
7	Frp flower leaf	1
8	Double wave slide 5'with slide entry	1
9	Disc challenger	1
10	Spiral climber 5'ht	1
11	Bubble panel	1
12	Ladder 5'	1

Specification for	:	
Age Group	:	5 to12 yrs.
Area	:	11.5m x 7.9m
Safe Area	:	13.5m x 9.80m
Height	:	1.52m

- **SQ Deck 5' HT without canopy:**

The deck is made up of 4 mm thk fiber glass reinforced plastic. The top of the platform is made up of anti-skid surface with multi colored, pigmented resin. The back coat of fiber-reinforced plastic is such that the mat strands are not visible and the surface is tack free. The FRP is stiffened with a suitable wooden reinforcement. The vertical supports of the platform are made up of 80 NB GI pipes.



- **Curve bridge with railing:**

The platform of Curve Bridge is made up of fiber reinforced plastic of 4 mm thick with railing attached to it.

- **Rock Climber 5'ht:**

The Rock climber is made up of FRP. The rocks are molded on same platform and it has gradient from the ground. The climber is supported by 25 NB GI pipe at the bottom for ground support.

- **Double swing:**

The leg support of the double swing is made up of 150 NB while the top bar is made up of 50 NB GI pipes. The swings seats are made from 10 mm thick antiskid chequered reinforced rubber, which is suspended with rubber coated GI chain. The ball bearings are mounted inside a specially designed nylon clamp of double strength.

- **Frp flower leaf:**

Flower is made of fiber reinforcement plastic and given attractive colour to it.

- **Disc challenger:**

The disc challenger consists of a frame made from two 80 NB powder coated GI pipes with base plate and top bar also of 80 NB GI pipe of required size. The pad is hanged with a 20 NB powder coated GI pipe on a specially designed nylon pipe clamp of 80 NB and 20 NB, with 'S' hooks. The conical pads are made in roto. The pad is fitted onto MS circle of 5 mm thick with GI plating. The plate is grounded with a GI chain and 25 NB GI pipes attached to it.

- **Spiral climber 5'ht:**

The completely new and attractive spiral scrambler of its kind, provides children an exercising device. The coil is fabricated out from 25 NB powder coated GI pipes. The spiral structure is suitably bent and is kept standing with vertical pipe support of 40 NB GI pipes.

- **Bubble panel:**

The bubble panel is provided for all decks for safety purpose and it is made up of LLDPE in rot mould process. It is supported by 20 NB GI pipes clamped to the vertical support pipe. The support pipe is powder coated to avoid rusting of the pipe.

- **Ladder 5':**

FRP ladder is made up of FRP with a conservative thickness of 4 mm. The ladder has reinforcement to maintain strength and avoid bending. The top surface of the ladder should be such that it should not deserve any kind of skiddy movement.

- **Double wave slide 5'with slide entry:**

Double wave slide is made up of frp of length 2920 mm thickness of 5mm.



4. MULTIACTIVITY PLAY SYSTEM -04:

No.	Description	Qty
1	Sq. Deck 5' Ht with canopy	3
2	Sq. Deck 3' ht with canopy	1
3	FRP Bridge 8' Long	1
4	FRP Tunnel 6' Long	1
5	Swinging Bridge	1
6	Spiral Slide 5' Ht	1
7	FRP Ladder 5' Ht	1
8	Rock Climber 5' ht	1
9	Wave Slide 5' ht	2
10	Chain Climber 5' ht	1
11	Bubble Panel	1
12	FRP Staircase 3' ht	1
13	Square Canopy	1
14	Cross n Zero	1

Specification for

Age Group	:	5 to 12 yrs.
Area	:	10 x 9.5m
Safe Area	:	12m x 11.5m
Height	:	1.52m

Sq. Deck 5' ht with canopy:

The platform is made up of FRP with anti skid surface. The top canopy is made of FRP with a minimum thickness of 2-3 mm. The canopy is assembled from four modules.

Bowl Slide 3' ht:

The Bowl slide sliding part is made up of Fiber glass Reinforced Plastic molded one and is of attractive color and shade. The FRP bowl slide has minimum permissible joints suitable for children such that child does not fall down while sliding down. The thickness of the slide is 3 -4 mm thk. There is a suitable handgrip on the side of the slide. The landing support is made up of 25 NB GI pipes.

FRP Bridge 8' Long:

The FRP Bridge is made from FRP with a thickness of 4mm. The ladder should have strength and avoids bending. The ladder should be such that it does not have any kind of skiddy movement.

FRP Tunnel 6' Long:

FRP Tunnel is a pipe shaped module of specific dia made from FRP of 4mm thickness.

Swinging Bridge 8' Long:

The swinging bridge is made up of wooden planks attached together with the help of nuts bolts and is suspended with galvanized chains of 12mm thk. The railing is made from roto molding process with pipe support of 20 NB GI pipe. The frame is made up of 80 NB pipe & has a 50 x 10 MS flat welded at the ground level.



Spiral Slide 5' ht :

The spiral slide chute is made of FRP having shell thickness of 5-6 mm. The center support of the spiral slide is made from 100 NB GI pipe. The supports for landing are made up of 20 NB GI pipe. The railing is made up of LLDPE in roto molding process. It is supported by 20 NB GI pipes. The support pipe is powder coated to avoid rusting of the pipe.

FRP Ladder:

FRP ladder is made up of FRP with a conservative thickness of 4 mm. The ladder has reinforcement to maintain strength and avoid bending. The top surface of the ladder should be such that it should not deserve any kind of skiddy movement.

Rock Climber 5' ht:

The Rock climber is made up of FRP (FRP). The rocks are moulded on same platform. The climber is supported by 25 NB pipe at the bottom for ground support.

Wave Slide 5' ht:

The Wave slide Chute with top entry module is made up of 4 mm thick of FRP. The Wave shape should be in such a manner that it will not give any jerk or bump to the rider. The chute has its end such as it causes safe landing of the child. The landing portion should be in horizontal with respect to the ground. There should be support provided made up of 25 NB GI pipe.

Chain Climber:

The chain climber is made from 7mm thick galvanized chain. The foundation frame is made from 25 NB GI pipe with 'U' hooks welded to it. The chain is over-hanged with a M.S. flat 50 x 10 with the help of 'U' hooks. The steps are made from 20 NB GI pipes welded to the chain for climbing.

Bubble Panel:

The bubble panel is provided for all decks for safety purpose and it is made up of LLDPE in rotomould process. It is supported by 20 NB GI pipes clamped to the vertical support pipe. The support pipe is powder coated to avoid rusting of the pipe.

FRP Staircase 3'ht:

The staircase is made up of FRP with a conservative thickness of 4 mm. The ladder should have reinforcement to maintain strength and avoid bending. The top surface of the ladder should be such that it should not deserve any kind of skiddy movement.

Cross n Zero:

The cross n zero enhances the tactical strength ability of the children. The prisms of 'X' and 'O' are made out of molded plastic while the frame is made out from LLDPE in molding process. The prisms are fixed on powder coated GI pipe frame of 15 NB.



05. CRESCENT SINGLE SLIDE

General Information:

Rec. Age	:-	4-12 years
The area	:-	6.70 m x 1.40 m
Safe play area	:-	7.70 m x 2.40 m
Platform Height	:-	2.75 m

Material Specification:

The crescent slide is made up of Fiber Reinforced Plastic (FRP) having thickness of 3-4 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

06. MULTI LANE SLIDE - 2 LANES

General Information:

Rec. Age	:-	4-12 years
The area	:-	7.80 m x 2.20 m
Safe play area	:-	8.80 m x 3.20 m
Platform Height	:-	2.15 m

Material Specification:

As the name suggests, 2 riders can slide at one time on 2 lanes - multilane slide. The slide chute is made from 3-4 mm thick Fiber Reinforced Plastic (FRP). The sides are smooth and curve is given to provide smooth ride to the riders. The platform is made from Fiber Reinforced Plastic (FRP) with suitable wooden reinforcement. The trapezium platform is supported by 80 NB powder coated GI pipe. The railing is provided to the platform and is made from low-density polyethylene (LLDPE), supported by 20 NB GI pipe. The ladder is made up of 40 NB GI pipe and having railing of 25 NB. The steps are made up of 16 SWG GI sheet folded in triangular shape with smooth edges. The slide is supported with 'T' supports, made up of 80 NB GI pipe. The slide entry railing is made in 20 NB GI pipe.



07. ROTO STRAIGHT SLIDE (5')

General Information:

Rec. Age	:-	4-12 years
The area	:-	3.8 m x 0.60 m
Safe play area	:-	4.8 m x 1.60 m
Platform Height	:-	1.52 m

Material Specification:

The Straight Slide is Roto Moulded Plastic (LLDPE) with self pigmented colour and U.V. stabilizer are used in the roto moulded plastic products made up of Roto Material having thickness of 5-10 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

08. ROTO WAVE SLIDE (5')

General Information:

Rec. Age	:-	4-12 years
The area	:-	3.8 m x 0.60 m
Safe play area	:-	4.8 m x 1.60 m
Platform Height	:-	1.52 m

Material Specification:

The Roto Wave Slide is Roto Moulded Plastic (LLDPE) with self pigmented colour and U.V. stabilizer are used in the roto moulded plastic products made up of thickness of 5-10 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

09. ROTO STRAIGHT SLIDE (7')

General Information:

Rec. Age	:-	4-12 years
The area	:-	5.5 m x 0.60 m
Safe play area	:-	6.5 m x 1.60 m
Platform Height	:-	2.13 m



Material Specification:

Straight Slide is Roto Moulded Plastic (LLDPE) with self pigmented colour and U.V. stabilizer are used in the roto moulded plastic products made up of Roto Material having thickness of 5-10 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

10. ROTO WAVE SLIDE (7')

General Information:

Rec. Age	:-	4-12 years
The area	:-	3.8 m x 0.60 m
Safe play area	:-	4.8 m x 1.60 m
Platform Height	:-	2.13 m

Material Specification:

The Roto Wave Slide is Roto Moulded Plastic (LLDPE) with self pigmented colour and U.V. stabilizer are used in the roto moulded plastic products made up of thickness of 5-10 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

11. FOUR-SEATER ARC SWING

General Information:

Age Group	:-	4-14 yrs.
Product Area	:-	6.5 m x 1.5 m
Safe play area	:-	7.5 m x 2.5 m
Height	:-	2.40m

Material Specification:

As the name suggests, four children can enjoy the four seater arc swing at one time. The arched shaped side frame is made of 80 NB GI pipes and top pipe is made up of 50 NB GI pipes. The frame is powder coated to give an esthetic look. The four swings are made up of 10 mm thick anti skid chequered reinforced rubber top. The rubber belt seat is suspended on 6 mm rubber coated GI chain. The ball bearings are mounted inside a specially designed nylon clamp.



12. DOUBLE SEATER ARC SWING

General Information:

Rec. Age	:-	4-12 years
The area	:-	3.00 m x 2.50 m
Safe play area	:-	4.00 m x 3.35 m
height	:-	2.40 m

Material Specification:

As the name suggests, two children can enjoy the two seater arc swing at one time. The arched shaped side frame is made of 80 NB GI pipes and top pipe is made up of 50 NB GI pipes. The frame is powder coated to give an esthetic look. The four swings are made up of 10 mm thick anti skid chequered reinforced rubber top. The rubber belt seat is suspended on 6 mm rubber coated GI chain. The ball bearings are mounted inside a specially designed nylon clamp.

13. CIRCULAR SWING:

General Information:

Age Group	:-	3- 10 yrs.
Product Area	:-	2.0 m x 1.5 m
Safe Play Area	:-	3.0 m x 2.5 m
Height	:-	1.70m

Material Specification :

The leg support of this item is made up of 40 NB, while the top bar is from 50 NB powder coated GI pipes. The swing frame is made from 25 NB and 15 NB powder coated GI pipes. There are two seats provided which are made out of roto molded plastic in roto molding process. The platform is made using aluminium chequered plate for footrest. The frame is attached to the top pipe by heavy-duty bearing with special casting, for load sustaining.

14. FLYING BUTTERFLY

General Information:

Age Group	:-	3- 10 yrs.
Product Area	:-	2.0 m x 1.5 m
Safe Play Area	:-	3.0 m x 2.5 m
Height	:-	1.50m



Material Specification:

The leg support of this item is made up of 40 NB, while the top bar is made from 50 NB powder coated GI pipes. The frame is made from 25 NB and 20 NB GI pipes. The frame is attached to the top pipe by heavy-duty bearing with special casting, for load sustaining.

15. HOPPING PAD

General Information:

Age Group	:- 5 - 12 yrs.
Product Area	:- 4.5 m x 0.6 m
Safe Play Area	:- 5.5 m x 0.6 m
Height	:- 0.30m TO 0.70m

Material Specification:

The hopping pad gives children's a good hopping experience. The hopping pad is made from roto molded linear low density polyethylene (LLDPE). The same is fixed to MS plate With GI plating welded and with 40 NB powder coated GI pipes of different lengths.

16. SKY ROCKER

General Information:

Age Group	:- 5 - 12 yrs.
Product Area	:- 2.5 m x 0.6 m
Safe Play Area	:- 3.5 m x 1.6 m
Height	:- 2.40m

Material Specification:

The sky rocker is the most attractive and enjoyable of its kind. The main frame support is made from 80 NB GI pipe, while the top pipe is of 40 NB and 20 NB GI pipe. The top pipe is inserted into a nylon bush which gives the rider a swinging experience to enjoy.

17. ROTO CRAWL TUBE:

General Information:

Rec. Age	:- 3-14 years
The area	:- 2.5m x 1.0m
Safe play area	:- 3.5m x 2.0m



Material Specification:

This is a pipe shaped module of specific diameter made from roto moulded plastic, with support pipe of 40 NB GI pipe. The sides of the tunnel are provided with slots for outside view for the children while crawling.

18. ANIMAL MGR

General Information:

Age Group	:- 3 - 12 yrs
Product Area	:- 2.1 m dia.
Safe Play Area	:- 3.1 m dia.

Material Specifications:

The main frame of the animal merry go round is made up of 25 NB & 40 NB GI pipes. The GI pipes are powder coated. The stand is made in 80 NB GI pipes. The whole structure is mounted on heavy-duty bearing shaft permanently lubricated with water sealant. The animal seats are made out of molded plastic in rotational molding process (LLDPE). It accommodates four children at a time.

19. PLATFORM MGR

General Information:

Age Group	:- 3 - 12 yrs
Product Area	:- 2.1 m dia.
Safe Play Area	:- 3.1 m dia.

Material Specifications:

The main frame of the PLATFORM merry go round is made up of 25 NB & 40 NB GI pipes. The GI pipes are powder coated. The stand is made in 80 NB GI pipes. The whole structure is mounted on heavy-duty bearing shaft permanently lubricated with water sealant. The animal seats are made out of molded plastic in rotational molding process (LLDPE). It accommodates four children at a time.

20. FRP PLATFORM MGR

General Information:

Age Group	:- 3 - 12 yrs
Product Area	:- 2.1 m dia.
Safe Play Area	:- 3.1 m dia.



Material Specifications:

The main frame of the FRP PLATFORM merry go round is made up of 25 NB & 40 NB GI pipes. The GI pipes are powder coated. The stand is made in 80 NB GI pipes. The whole structure is mounted on heavy-duty bearing shaft permanently lubricated with water sealant. The animal seats are made out of molded plastic in rotational molding process (LLDPE). It accommodates four children at a time.

21. FOUR SEATER MGR

General Information:

Age Group :- 3 - 12 yrs

Product Area :- 2.1 m dia.

Safe Play Area :- 3.1 m dia.

Material Specifications:

The main frame of the Four Seater merry go round is made up of 25 NB & 40 NB GI pipes. The GI pipes are powder coated. The stand is made in 80 NB GI pipes. The whole structure is mounted on heavy-duty bearing shaft permanently lubricated with water sealant. The animal seats are made out of molded plastic in rotational molding process (LLDPE). It accommodates four children at a time.

22. DOLPHIN SEE-SAW

General Information:

Age Group :- 3-8 yrs.

Product Area :- 0.4m x 0.75 m

Safe Play area :- 1.40 m x 2.0 m

Height :- 0.60m.

Material Specification:

This innovative spring see saw is an exciting product, which provides unlimited fun to the children playing on it. The dolphin is made up of PP sheet of 12mm thick. The seating arrangement is also made up of FRP sheet of 3mm thk. The handles for gripping are made up of S.S material. The frame is made from 25 x 50 x 1.6 mm thk rectangular tube. Rubber padding is fixed at the bottom end of the tube to absorb the ground impact. The dolphins are mounted on a pair of heavy-duty compression spring. The dia of the spring rod is 20mm. The spring is mounted on 5mm thick plate. And the stand for support is made out of 50MM NB powder coated GI pipes. For a good foundation, M.S. angle of size 25 x 25 x 5 mm thk are provided. Special end caps are used to cover the nuts bolts so that no injury is caused to the child.



23. STANDARD SEE-SAW

General Information:

Age Group	:- 3- 10 yrs.
Product Area	:- 3.0 m x 0.5 m
Safe Play Area	:- 4.0 m x 1.5 m
Height	:- 0.60m

Material Specification:

The Multi Seater See saw comprises four roto seats. The lever consists of 20 NB and 80 NB powder coated GI pipes. The bearing used in this item is heavy duty nylon bush type. The stand for see saw is made using 50 NB GI pipe.

24. MULTISEATER SEE-SAW

General Information:

Age Group	:- 3- 10 yrs.
Product Area	:- 3.0 m x 0.5 m
Safe Play Area	:- 4.0 m x 1.5 m
Height	:- 0.60m

Material Specification:

The Multi Seater See saw comprises four roto seats. The lever consists of 20 NB and 80 NB powder coated GI pipes. The bearing used in this item is heavy duty nylon bush type. The stand for see saw is made using 50 NB GI pipe.

25. COMBINATION SET 3 IN 1

General Information:

Age Group	:- 2- 4 yrs.
Product Area	:- 2.0 m x 1.6 m
Safe Play Area	:- 3.0 m x 2.6 m
Height	:- 2.40m.



Material Specification:

As the name suggests, this item has a combination of three items such as swing, slide and seesaw. The complete frame of this item is fabricated from 20 NB and 25 NB powder coated GI pipes. The slide in the combination set is made up of Fiber reinforced plastic (FRP). The slide landing support is made in 20 NB pipe. The slides are given a smooth finish so that the child does not hurt itself while playing on it. The bucket swing is made up of LLDPE and is attached to a nylon rope. For the bucket swing a handle is given for gripping, which is made in rotational molding and out of LLDPE. The see-saw lever and stand is made up of 20 NB GI pipe. The see saw seat is made out of LLDPE. The bearing used is of heavy-duty bush type.

26. COMBINATION SET 4 IN 1

General Information:

Age Group	:- 2- 4 yrs.
Product Area	:- 2.9 m x1.60m
Safe Play Area	:- 3.90 m x 2.60 m
Height	:- 2.40m.

Material Specification:

As the name suggests, this item has a combination of four items such as swing, cross-n-zero, slide and seesaw. The complete frame of this item is fabricated from 20 NB and 25 NB powder coated GI pipes. The slide in the combination set is made up of Fiber reinforced plastic (FRP). The slide landing support is made in 20 NB pipe. The slides are given a smooth finish so that the child does not hurt itself while playing on it. The cross n zero boxes are made up of LLDPE and pipes inserted are of 15 NB pipe. The bucket swing is made up of LLDPE and is attached to a nylon rope. For the bucket swing a handle is given for gripping, which is made in rotational molding and out of LLDPE. The see-saw lever and stand is made up of 20 NB GI pipe. The see saw seat is made out of LLDPE. The bearing used is of heavy-duty bush type.

27.MINI SLIDE

General Information:

Rec. Age	:- 4-12 years
The area	:- 2.5 m x 1.50 m
Safe play area	:- 3.5 m x 2.50 m
Platform Height	:- 0.90 m

Material Specification:

The crescent slide is made up of Fiber Reinforced Plastic (FRP) having thickness of 3-4 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided



to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

28. MINI WAVE SLIDE

General Information:

Rec. Age	:-	4-12 years
The area	:-	2.2 m x 0.6 m
Safe play area	:-	3.2 m x 1.60 m
Platform Height	:-	0.90 m

Material Specification:

The Mini wave slide is made up of Fiber Reinforced Plastic (FRP) having thickness of 3-4 mm with sufficient reinforcement given to acquire proper strength to the module. The platform is supported on vertical 80 NB powder coated GI pipes. The railing provided to the platform is made up LLDPE and it is supported by 20 NB GI pipe. The ladder is made up of 25 NB GI pipe and with triangular steps of 16 SWG. The 'T' support under the slide is made up of 80 NB GI pipe. The ladder of the slide is designed in such a way it won't entrap child's foot while playing.

29. TODDLER SWING

General Information:

Age Group	:-	3-8 yrs.
Product Area	:-	2.8 m x 1.0 m
Safe Play area	:-	4.0 m x 2.0 m
Height	:-	2.40m.

Material Specifications:

In the toddler swing the center support is made up of 100 NB GI pipes. The horizontal bars are made up of 50 NB powder coated GI pipes. The bucket seats of the toddler swing are made of rubber with anti skid. The ball bearings are mounted inside specially designed nylon balls. The rubber seat is affixed on 6mm thick GI chain. The seats are made with full care so that the child does not fall from it while swinging.



30. SPRING RIDER DUCK

General Information:

Age Group	:- 3 - 6 yrs.
Product Area	:- 1.0 m. x 0.5 m.
Safe Play Area	:- 2.0 m. x 1.5 m
Height	:- 2.00m.

Material Specification:

The spring rider being a duck rider provides an unlimited fun to the children riding on it. The duck is made out from fiber reinforced plastic (FRP). The handles of duck provided for gripping is made up of 15 NB GI pipes, whereas the duck is made out of LLDPE in rotational molding. The duck is mounted on heavy-duty compression spring. Also a GI flat is provided for footrest. The spring is mounted on 5mm thick plate. And the stand for support is made out of 40 NB pipe.

31. SPRING RIDER RACER

Age- 3-8 years

Safe Play – 1.8m x 1.4m

Product Area - 0.80 m. x 0.40 m.

Height - 0.60m.

The typical Spring Rider is comprises of Flexible Spring & HDPE sheets of high quality. It's specially made for kids in between 3 to 8 yrs. It's designed specially keeping in mind growing kid's mental development aspects & safety aspects. Playing on this spring rider will enable the kids to develop coordination between force & balance which is required for proper mental development. It also enhances griping power of children which will in turn strengthen growing bones. The rest is only fun that's required for emotional development of a children.

So, it's just not an amusement device for kids it's for overall development of children.

32. S LOOP CLIMBER

General Information:

Age Group	:- 4 - 12 yrs.
Product Area	:- 2.6 m x 1.5 m
Safe Play Area	:- 3.6 m x 2.5 m
Height	:- 2.5m



Material Specification:

The 'S' bridge ladder is fabricated from 30 NB and 25 NB GI pipes. The vertical supports are made from 50 NB GI pipes with a total height of 2.1 mtrs. from the ground. It has two ladders made from 50 NB GI pipes each on the vertical support pipes itself. The steps of the ladder are made from 25 NB GI pipes.

33. BRIDGE LADDER

General Information:

Age Group	:-	4 - 12 yrs.
Product Area	:-	1.9 m x 1.5m
Safe Play Area	:-	2.9 m x 2.5 m
Height	:-	2.5m

Material Specification:

The 'S' bridge ladder is fabricated from 30 NB and 25 NB GI pipes. The vertical supports are made from 50 NB GI pipes with a total height of 2.1 mtrs. from the ground. It has two ladders made from 50 NB GI pipes each on the vertical support pipes itself. The steps of the ladder are made from 25 NB GI pipes.

34. SUN SET SCRAMBLER

General Information:

Rec. Age	:-	4-12 years
The area	:-	3.60 m x 3.60 m
Safe play area	:-	4.60 m x 4.60 m
Height	:-	1.80 m

Material Specification:

This hemispherical structure of the sunset scrambler is similarly fabricated as the crystal maze, and made from CRC pipes having outer diameter of 19 mm and properly bend to get the required shape. The only difference being the lower half. The vertical supports are made from 40 NB GI pipes. These pipes are assembled together using 4 mm thick MS plates of 150 mm dia. duly electroplated with powder coating and bent to suit the shape of the product.

35. 'S' BRIDGE LADDER SCRAMBLER

General Information:

Age Group	:-	4 - 12 yrs.
Product Area	:-	4.3 m x 2.4 m
Safe Play Area	:-	5.3 m x 3.4 m
Height	:-	2.75m



Material Specification:

The 'S' bridge ladder is fabricated from 30 NB and 25 NB GI pipes. The vertical supports are made from 60 NB GI pipes with a total height of 2.1 mtrs. from the ground. It has two ladders made from 60 NB GI pipes each on the vertical support pipes itself. The steps of the ladder are made from 25 NB GI pipes.

36. LOOP RUNG

General Information:

Rec. Age	:-	5-14 years
The area	:-	3.10 m x 0.70 m
Safe play area	:-	4.10 m x 1.70 m
height	:-	2.40 m

Material Specification:

This loop rung provides hanging experience to the children. The frame is fabricated out of 50 NB and 30 NB powder coated GI pipes. There are nine triangular loops made from 15 NB, which are welded to the top pipe of the frame. The top pipe is made out of 80 NB GI pipes. The ladder used is designed to the side support pipe itself.

37. A TO B SCRAMBLER

General Information:

Age Group	:-	3- 8 yrs.
Product Area	:-	3.6 m x 0.5 m
Safe Play Area	:-	4.6 m x 1.5 m
Height	:-	1.83m

Material Specification:

The frame of A to B climber consists of alphabet shape 'A' and 'B' which is made from 40 NB GI pipes. It has spacers of 25 NB GI pipes. It also consists of a ladder placed between 'A' and 'B' made from 25 and 40 NB GI pipes. The whole item is powder coated to avoid rusting of the pipes and for aesthetic look.

38. SATELLITE SCRAMBLER

General Information:

Age Group	:-	4 - 12 yrs.
Product Area	:-	2.4 m x 2.4 m
Safe Play Area	:-	3.4 m x 3.4 m
Height	:-	3.65m



Material Specification:

The satellite scrambler comprises of top globular frame, ladder frame and support column and steps. The pipes used for the satellite scrambler is made up of 30 NB and 60 NB GI pipes. The top globe is fabricated from 30 NB GI pipes supported on a 60 NB vertical GI pipes. The structure is powder coated to avoid rusting and for esthetic look. The steps of the ladders are made from 15 NB GI pipes. The chain ladder is 7 mm thickness for climbing the scrambler.

39. FUNNEL SCRAMBLER:

General Information:

Age Group	:- 4 - 12 yrs.
Product Area	:- 2.4 m x 4.1 m
Safe Play Area	:- 3.4 m x 5.1 m
Height	:- 1.85m and 0.30m

Material Specification:

The funnel scrambler consists of a funnel which is made from 30 NB GI pipes to form rings. The rings are supported with 25 NB GI pipes. The pipes are fabricated together to form a funnel shape. It also has a ladder frame made from 50 NB GI pipes with steps made from 25 NB GI pipes. The leg support is made from 50 NB GI pipes.

40. TURBO TOWER:

General Information:

Age Group	:- 4 - 12 yrs.
Product Area	:- 1.8 m diameter
Safe Play Area	:- 2.8 m diameter
Height	:- 3.35m

Material Specification:

In this interesting turbo tower the center support is made up of 80 NB powder coated GI pipe. The loops given to the turbo tower are made up of 15 GI powder coated GI pipe. The rings of the turbo tower are made up of 30 NB powder coated GI pipes. The bend pipes are made in 30 NB GI pipes. There is a sufficient distance between the rings for the children climbing on it.



To,
Municipal Commissioner,
Surat Municipal Corporation,
Surat.

Sir,

I / We have tendered for the work of _____

And have paid Earnest Money Deposit Amounting to Rs.

_____ drawn by _____

(Name of the bank)

The receipt No. _____ dated _____ by
the Municipal Corporation is attached herewith.

In case, my / our tender is not accepted, therefore kindly arrange to refund the amount of
Earnest Money Deposit paid by me / us as per the details referred to above.

Advance, stamped receipt duly signed on Revenue Stamp of Rs. 1.00 P. is also enclosed
herewith.

Signature of the Contractor

Address:

Encl.: As stated.



14. ADVANCE STAMP RECEIPT

Received with thanks the sum of Rs. _____ (In words _____) only from the Surat Municipal Corporation being the refund of Earnest Money Deposit place by me / us vide SMC's receipt No. _____ dated _____ along with tender paper for the _____.

(Name of the work)

Date:

Revenue stamp

Signature of the Tenderer

f.w.c. to the Accountant.

2. For remarks whether the _____ deposit amounting to Rs. _____ placed on _____ by Shri / M/s _____ in connection with work of _____

_____ stands I full name of the aforesaid party (R. No. _____ dated _____)

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation



F.W.Cs to EXECUTIVE ENGINEER GARDEN PROJECT CELL.

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

Accountant.

Submitted,

For favor 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 date _____. 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

Sd/-
Executive Engineer (Garden)
Surat Municipal Corporation



સુરત મહાનગરપાલિકાની સ્થાયી સમિતિની તા.૨૪-૧-૨૦૧૯ ના

રોજ મળેલ સભામાં નીચે મુજબનો ઠરાવ પસાર થયો હતો :-

મ્યુ.કમિશનરશ્રીના તા.૧૧-૧-૧૯ ના પત્ર નં.સી.સ્થા.સ./૭૫૭ થી વિદિત થઈ,
સુરત મહાનગરપાલિકાના ગાર્ડન પ્રોજેક્ટ સેલ મારફત સુરત શહેર વિસ્તારમાં વિવિધ
ગાર્ડન/લેક ગાર્ડનની કામગીરી પ્રગતિ હેઠળ છે તેવા ગાર્ડન/લેક ગાર્ડનમાં નાના બાળકો માટે પ્લે
એરીયામાં રમત-ગમતના સાધનો સપ્લાય કરી ફીટ કરવાના કામે ટેન્ડર નોટીસ પ્રસિધ્ધ કરી
માંગવામાં આવેલ ટેન્ડરોના સંદર્ભમાં નિયત સમયમર્યાદામાં આવેલ કુલ-૩ ટેન્ડરો પૈકી
કવોલીફાઈડ થયેલ કુલ-૨ ટેન્ડરો પૈકી આઈટમ રેઈટ પ્રમાણે નીચા ભાવના ટેન્ડરના ટેન્ડરર
શ્રી હની ફન-એન-શ્રીલ કું.ને નીચે કોષ્ટકમાં જણાવેલ આઈટમ, તે સામે જણાવેલ જથ્થામાં
અને ભાવે રૂા.૧,૨૮,૪૭,૫૨૪-૨૩ના ખર્ચે, તેઓએ તેમના તા.૪-૧-૨૦૧૯ના પત્રથી
કાર્યપાલક ઈજનેરશ્રી, ગાર્ડન પ્રોજેક્ટ સેલને ઉદ્દેશીને આપેલ લેખિત સંમતિ તેમજ ટેન્ડરની
શરતો અને સ્પેસીફિકેશનને આધિન ઉક્ત કામ સોંપવાનું તથા તેઓ સાથે કરારનામું કરવા
મ્યુ.કમિશનરશ્રીને અધિકૃત કરવામાં આવે છે.

-: કોષ્ટક :-

Sr. No.	Item	Qty.	Rate Per unit Rs.	Total Amount Rs.
1	2	3	4	5
1	Multi Activity Play System -1	3	80050-68	240152-04
2	Multi Activity Play System -2	3	167276-31	501828-93
3	Multi Activity Play System -3	3	403685-10	1211055-30
4	Multi Activity Play System -4	3	585900-00	1757700-00
5	Crescent Slide	7	136800-00	957600-00
6	Double lane Slide	7	108900-00	762300-00
7	Roto Straigh Slide-5'	7	46150-32	323052-24
8	Roto Wave Slide-5'	7	44262-42	309836-94
9	Roto Straigh Slide-7'	7	72216-36	505514-52
10	Roto Wave Slide-7'	7	53134-62	371942-34
11	Four seater arc swing	7	56790-00	397530-00
12	Double seater arc swing	7	36000-00	252000-00
13	Circular Swing	7	27900-00	195300-00
14	Flying Butterfly	7	27900-00	195300-00
15	Hopping Pad	5	27000-00	135000-00
16	Sky Rocker	7	18172-20	127205-40

1	2	3	4	5
17	Roto Crawl Tube	5	63000-00	315000-00
18	Animal M.G.R.	5	33300-00	166500-00
19	Platform M.G.R.	5	45990-00	229950-00
20	FRP Platform M.G.R.	5	49500-00	247500-00
21	Four Seater M.G.R.	5	29790-00	148950-00
22	Dolphin See Saw	5	21600-00	108000-00
23	Standard See-Saw	7	10947-96	76635-72
24	Multi Seater See-Saw	7	19890-00	139230-00
25	Combination Set 3 in 1	7	33390-00	233730-00
26	Combination Set 4 in 1	7	39600-00	277200-00
27	Mini Slide	7	24193-02	169351-14
28	Mini Wave Slide	7	24609-66	172267-62
29	Toddler Swing	7	28355-70	198489-90
30	Spring Rider Duck	5	12600-00	63000-00
31	Spring Rider Racer	5	18000-00	90000-00
32	S Loop Climber	7	30600-00	214200-00
33	Bridge Ladder	7	27000-00	189000-00
34	Sunset Scrambler	7	30690-00	214830-00
35	S' Bridge Ladder	7	30690-00	214830-00
36	Loop Rung	7	29700-00	207900-00
37	A to B Scrambler	7	30600-00	214200-00
38	Satellite Scrambler	7	45900-00	321300-00
39	Funnel Scrambler	7	36376-02	254632-14
40	Turbo Tower	7	33930-00	237510-00
Total				1,29,47,524-23

કરાવ નં. ૧૦૭/૨૦૧૯ સર્વાનુમતે મંજૂર.

સ.ર.મ્યુ.કમિશનરશ્રી પ્રતિ,

સુરત મહાનગરપાલિકા
તા. ૦૧-૧૨-૨૦૧૯.

HDP.

Received On
21/2/19

૦૨/૨/૨૦૧૯

AE(RAC) W.K.
૦૨/૨/૨૦૧૯

આર.એ.સી./૨/૬/ ૯૭૦
તા. ૦૨/૦૨/૧૯

૧૩૬૮
૦૨/૨/૨૦૧૯

DMC
Ex Eng CPPCO

✓ DE(M)

JE S.M. Patel

૨૧/૨/૧૯