



---

**SURAT MUNICIPAL CORPORATION**  
**HYDRAULIC DEPARTMENT**  
**Head Water Works**



**e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No. :- 11**

**Name Of Work:- Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation.**

**Document: TECHNICAL BID**

**Department:-** Head Water Works,(Hydraulic)  
Surat Municipal Corporation  
Near Joganimata Temple  
Opp. Sosyo Factory  
Khatodara,  
**Surat-395002**

**Tender issued To:** \_\_\_\_\_  
\_\_\_\_\_

**Executive Engineer,  
Head Water Works,  
Surat Municipal Corporation.**

Signature & Seal of the Bidder

Date:

Place



# **SURAT MUNICIPAL CORPORATION**

## **HYDRAULIC DEPARTMENT**

### **Head Water Works,**

**e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No. :- 11**

**Name Of Work:-** Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation.

#### **I N D E X**

<b>SR.NO.</b>	<b>PARTICULARS</b>	<b>PAGE NO.</b>
1.	NOTICE INVITING TENDER	03-04
2.	GENRAL INFORMATION	05
3.	INSTRUCTIONS TO TENDERER	6-29
4.	GENERAL CONDITIONS OF CONTRACT	30-69
5.	DETAIL TECHNICAL SPECIFICATION	70-80
6.	SPECIAL NOTE	81-82
7.	CONDITIONS OF CONTRACT	83-103
8.	TENDERER'S/CONTRACTOR'S CERTIFICATE	104
9.	ANNEXURE - 01 TO 10	105-115
10.	INSTRUCTION TO TENDERER	116
11.	CHECK LIST AND DETAILS OF ATTACHED DOCUMENTS	117
12.	MEMORANDUM	118

**Executive Engineer (HWW)  
Surat Municipal Corporation,  
Surat.**

Signature & Seal of the Bidder

Date:

Place



*"WATER IS PRECIOUS, CONSERVE IT"*

## SURAT MUNICIPAL CORPORATION HYDRAULIC DEPARTMENT



### NOTICE INVITING e-TENDERS NO : CE/HYD/03/2019-2020 ,Work No. :- 11

Tenders are invited for the following works through online process on <https://smc.nprocure.com> for following schedule.

Sr. No.	Name of Work	1.	Estimated amt.(Rs.)
		2.	E.M.D.(Rs.)
		3.	Tender Fee(Rs.)
		4.	Class of Contractor
11	Supply of LED Streetlight fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation.	1.	11,54,750.00
		2.	11,600.00
		3.	1008.00
		4.	Manufacturer / Authorized Dealer /

### Important Dates & Time: -

1.	Downloading of tender documents	From Dt. 25 /07/2019 to Dt.09 /08/2019 up to 17.00 hrs.
2.	Last date of On line submission of bid as per tender notice	Dtd.09/ 08/2019 up to 18.00 hrs.
3.	Submission of Tender Fee, EMD & Other documents etc. in Hard Copy	On or before Dt. 21 /08/2019 up to 17.00 hrs.
4.	On line submission of queries on E-mail address <a href="mailto:exen.hww@suratmunicipal.org">exen.hww@suratmunicipal.org</a>	On or before Dt. 01/08/2019 up to 17.00 hrs.

### Notes :

- "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 EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) with in stipulated time as per tender notice. Penaltative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"
- Bidders shall have to mention the name and address of tenderer, tender notice number and name of work on the cover of E.M.D. and Tender Fee. Surat Municipal Corporation shall not be



- 
- responsible for any postal delay/late delivery or loss of documents
- The Competent Authority reserves right to accept or reject any or all the tender to be received without assigning any reasons thereof.
  - In case bidder needs any clarification or if training required for participating in online tender, they can visit the **www.nprocure.com**. which is a website of "(n) Code solutions - A division GNFC Ltd."
  - No Joint venture application shall be considered.

**City Engineer**  
**Surat Municipal Corporation**



## 2. General Information

**Name Of Work:- Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation.**

**e-TENDER NOTICE NO.: CE/HYD/03/2019-2020, Work No. 11**

Downloading of tender documents	:	From <b>Dt. 25/07/2019</b> to <b>Dt.09/08/2019</b> up to 17.00 hrs.
Last date of On-line submission of Tender Along With Soft copies of Necessary Documents, Tender Fees, EMD, Certificates etc.	:	Dtd. <b>Dt. 09/08 /2019</b> up to 18.00 hrs.
Last date of submission of, Tender Fees, EMD and in Hard Copy :	:	On or before <b>Dt.21/08/2019</b> up to 17.00 hrs .
Earnest Money	:	<b><u>Rs. 11,600/-</u></b> should be paid as per tender terms
Queries for Pre-Bid	:	Bidders shall have to post their queries on e-mail address <a href="mailto:exen.hww@suratmunicipal.org">exen.hww@suratmunicipal.org</a> on or before <b>Dt. 01/08 /2019</b>
Tender validity period	:	(120) Calendar days from the date of opening of the price bid
Security Deposit	:	Two Percent (2%) of tendered Amount
Time of Completion	:	02 Month

**Executive Engineer (HWW)  
Surat Municipal Corporation  
Surat**

**Signature & Seal of the Bidder**

**Date:**

**Place**



---

### 3. Instructions to Tenderers

#### **IT-01 GENERAL:**

The Surat Municipal Corporation hereinafter referred to as the Corporation hereby invites tenders for **Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation**, as per the specifications in the tender documents. The Contract documents may be secured in accordance with the notice Inviting Tender for the said work.

#### **GEOGRAPHY**

The site is located in Surat city, is very important commercial city of Gujarat State located in south Gujarat region. The city is well connected to west of India by both Rail and Road. The City locate on bank of river Tapti and enjoy moderate climate having minimum average temperature as 25 °C and extreme ranging from 45 °C in summer and 10 °C in winter. The actual average rainfall is approximately 55 inch distributing over three months from mid June to mid of September.

#### **SITES**

The intending tenderer shall be deemed to have visited Water Works and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications terms & conditions.

For site visit, the intending tenderer may contact Executive Engineer (HWW), Surat Municipal Corporation.

Service roads are laid within and up to the site of the work. These will be available to the contractor subject to any limitations imposed by SMC. However the tenderer shall visit the site and acquaint him of the approaches to the sites before tendering.

The contractor shall have to obtain tokens for himself and obtain gate passes for removing any of his materials outside the premises. The contractor's person's entry and exit will be by main gate only.

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.

#### **SCOPE OF WORK**

The scope of the work includes all supply, as detailed in, specifications, terms & conditions, etc. The Contractor shall make his own arrangements for all materials required for completion of the work.

#### **CONTRACT**



The entire work covered by this document viz. said work. Tenderers shall quote for this accordingly. The quoted price shall include GST, all taxes, duties, freight etc. whatsoever and the price shall remain firm till the completion of the project in all respect.

#### **INCLUSION OF WORK**

**DELETED**

#### **IT-02 INVITATIONS TO TENDER:**

The Surat Municipal Corporation hereinafter referred to as the Corporation will invite tenders for the **"Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation "**, as per the specifications in the tender documents. The tenders shall be opened ON LINE in the office of Surat Municipal Corporation, 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 PURCHASE OF TENDER DOCUMENTS:**

Tender Documents can be downloaded from [smc.nprocure.com](http://smc.nprocure.com) up to **Dt.25/07/2019 to Dt. 09/08/2019** up to 17.00 hrs.

Tender documents fees of **Rs. 1008/-** (Rs. One thousand Eight Only) 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 favor of "The Commissioner, Surat Municipal corporation" payable at Surat and shall be submitted along with EMD. 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.

#### **IT-04 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-05 QUALIFICATIONS OF TENDERERS:**

(A) Tenderer shall be required to submit the enlisted documents in hard copy along with the 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 for pre-qualification,



Work completion certificate as per following,

(a) Experience of having successfully completed similar works during last 7 years either of the following:

(1a) Minimum One similar completed works, each costing not less the amount equal to 80% of Estimated Value.

(b) OR

(2a) Minimum Two similar completed works, each costing not less the amount equal to 50% of Estimated Value.

(c) OR

(3a) Minimum Three similar completed works each cost not less than amount equal to 40% of Estimated Value.

**(Similar works means works of Supply/SETC of LED street light luminare work in govt./semi Govt./municipalities/public sectors and public limited companies.**

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

Financial Year	Multiplying factor
Immediate last year of assessment year (2018-19)	1.1
Second (2017-18)	1.21
Third (2016-17)	1.33
Fourth (2015-2016)	1.46
Fifth (2014-2015)	1.61
Sixth (2013-2014)	1.77
Seventh (2012-2013)	1.95

Bidder should indicate actual figures of costs and amount for the work executed in Annexure – VI without accounting for the above mentioned factors.

(b) Turnover during last 3 years, ending 31st March of previous financial year, should be at least 30% of estimated Value. copy of annual turnover for last 3 years should be enclosed.

(C) Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Estimate Amount. Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.





(d) List of the works already completed in last 7 years in prescribed Performa as per Annexure-I and copies of certificates from head of the office (Min. Executive Engineer or Equivalent Post) concerned for completion of the works.

(e) Declaration regarding the work on hand with the tenderer shall also be given in prescribed Performa as per Annexure-II. copies of work orders, interim certificates if any shall also be attach as supporting documents.

(f) copy of partnership deed, power of attorney etc.

(g) If Bidder is other than LED Manufacturer, ie. Authorized dealer/contractor, he should possess authorization & Technical support letter from LED manufacturing co. to quote their particular model. Necessary documents for the supporting LED manufacturers as mentioned below: -

#### **IT-06 TENDER DOCUMENTS:**

- "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 EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) with in 07 (Seven) Days from the last date of online submission of the bid as per tender notice. Penetrative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"

#### **List of documents to be furnished.**

The following details are to be submitted on-line on [smc.nprocure.com](http://smc.nprocure.com):

- 1) Scan Copy of Tender Document fees and EMD Details
- 2) Scan Copy of Affidavit on Rs. 100/-stamp paper as per format given in this tender
- 3) Scan Copy of Addenda and Corrigendum (if any).
- 4) Scan copy of the PAN card.
- 5) Scan copy of IT return of last three financial year.
- 6) Scan Copy of details of his turnover for the last three financial years.
- 7) Scan Copy Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Tender Amount. Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.
- 8) Scan Copy of similar works experience, Work completion certificates from head of the department (Min. Executive Engineer or Equivalent Post) concerned for completion of the works.



- 9) Scan copy of Declaration regarding the work on hand with the tenderer shall also be given.
- 10) SCAN COPY of partnership deed.
- 11) Scan copy of power of attorney etc. who has signed the tender in case of partnership firm.
- 12) Scan Copy of GST Registration Certificate.
- 13) Scan copy of UL or NABL Approved/Accredited –laboratory test report for all type tests should be furnished for luminaries with the technical bid.(ie. LM79 & LM80)
- 14) Scan copy of, All Tests defined for acceptance other than LM 79 and LM 80 are allowed to carry out at Manufacturer works. LM 79 must be prepared by UL or NABL Approved/Accredited. LM 80 Report is prepared by LED Chip Manufacturer.
- 15) Scan copy of, Annexure -1 to 10.
- 16) scan copy of Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant Page of the tender documents

**Note: - ALL Necessary Documents, Certificates etc. shall be Sealed and signed. Technical Bid and price Bid are not to be submitted in Physical Form. Please note that Non submission of Technical Bid as well as price bid does not absolve the bidders from any liability created from the bid condition and bidding process. Technical-Bid in Hard copy shall be submitted by Successful Bidders upon intimation from SMC."**

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

- Earnest Money Deposit as mentioned in the tender.
- Tender Fees as mentioned in the tender.
- Affidavit on Non Judicial Stamp Paper of Rs.100/-
- Please note that only (1)Tender Document fees, (2) EMD and (3) Affidavit on Non Judicial Stamp Paper of Rs.100/- shall be submitted to Chief Accountant of S.M.C. in hard copy.

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-07 EXAMINATIONS 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 affect 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 or deleted form the scope of the tender. Any increase or decrease or deleted in quantity will not 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.
- (ii) 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-19 hereof.

#### **IT-08 EARNEST MONEY DEPOSIT:**

Tender must be accompanied with Earnest Money of **Rs. 11,600** /- in the following manner.

- (a) 100% of EMD amount shall be in the form of Cross Demand Draft / Pay order/Cash of Local Nationalized Bank or scheduled banks like -IDBI, HDFC,YES, ICICI and AXIS bank in favor of the Municipal Commissioner, Surat Municipal Corporation payable at Surat.**

- A. The tender bond shall be valid for a period of not less than One hundred and twenty (120) days from the last date of receipt of tender and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The tender guarantee bond (Earnest Money Deposit) 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 tenderer 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 (Security Deposit) to the owner as stipulated in this tender documents within fifteen days after receipt of notice of award of contract. In such case owner may disqualify the tenderer from tendering for further works, under the 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-09 INCOME TAX :**

The contractor shall give scanned copy of the PAN card.

**IT-10 PREPARATIONS 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 must be submitted online only.**

**IT-11 SUBMISSION OF TENDERER DOCUMENT:-**

Technical Bid and price Bid are not to be submitted in Physical Form. Please note that Non submission of Technical Bid as well as price bid does not absolve the bidders from any liability created from the bid condition and bidding process. Technical-Bid & Price bid in Hard copy shall be submitted by Successful Bidders upon intimation from SMC.” The list of documents to be submitted online is mentioned elsewhere in tender.

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



---

**1. Tenderer shall submit his tender as described under:**

**Technical Bid**

**Technical bid shall not be submitted in hard copy.**

Sealed cover (EMD & tender fee) duly super scribed with name of work i.e. **Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation** of Surat City mentioning the name of tenderer, address, tender notice number, due date of the tender etc. on the cover and to be submitted to the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat – 395003 by regd. post or speed post through postal authority only. Cover sent through Angadia / courier or hand delivery shall not be accepted. The corporation shall not be responsible for postal delay.

**Only successful contractor shall submit the hard copy of technical bid after awarding the contract.**

**PRICE BID**

Price bid for the aforesaid work **must be submitted online only**

- 2 Tenderer shall be required to submit **scanned soft copies** of the enlisted documents along with their EMD & tender fee. If enlisted documents founds insufficient then the Price Bid of the tenderer shall not be opened.

- 1) Tender Document fees and EMD Details
- 2) Affidavit on Rs. 100/-stamp paper as per format given in this tender
- 3) Scan Copy of Addenda and Corrigendum (if any).
- 4) Scan copy of the PAN card.
- 5) Scan copy of IT return of last three financial year.
- 6) Scan Copy of details of his turnover for the last three financial years.
- 7) Scan Copy Solvency certificate from bankers of Nationalized/Scheduled bank for the 20% of Tender Amount. Tenderer has to submit higher Amount of bank solvency if so desired by Commissioner.
- 8) Scan Copy of similar works experience, Work completion certificates from head of the department (Min. Executive Engineer or Equivalent Post) concerned for completion of the works.
- 9) Declaration regarding the work on hand with the tenderer shall also be given.
- 10) SCAN COPY of partnership deed.
- 11) Scan copy of power of attorney etc. who has signed the tender in case of partnership firm
- 12) Scan Copy of GST Registration Certificate.
- 13) Scan copy of UL or NABL Approved/Accredited laboratory test report for all type tests should be furnished for luminaries with the technical bid.(ie. LM79 & LM80)
- 14) Scan copy of, All Tests defined for acceptance other than LM 79 and LM 80 are allowed to carry out at Manufacturer works. LM 79 must be prepared by UL or NABL Approved LM 80 Report prepared by LED Chip Manufacturer.
- 15) Scan copy of, Annexure -1 to 10



---

16) Passport size photographs of all the partners (in case of partnership firm) to be fixed on relevant Page of the tender documents

3. 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.
4. EMD & Tender fee cover 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 - 395003 between On or Before **Dtd. 27/08 /2019** up to 17.00 hrs.

The technical bid will be opened on the next day of last date of tender submission (if possible). Late tenders /delayed tenders shall not be considered at all. EMD & Tender fee cover 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 cover if received will not be opened and tender will stand rejected

5. Tender shall stand rejected if:
- The tenderer shall submit the tender who satisfied each and every condition laid down in the notice tender documents, failing which the tender will be liable for rejection.
  - Tenderer's tender/quotation containing conditions shall be liable for rejection out rightly without assigning any reason for the same.
  - Stipulates the validity period less than what is stated in the form or tender.
  - Stipulates his own conditions.
  - Does not quote his rates inclusive of other terminal or Applicable GST CENTRAL taxes etc. in his rates.
  - Does not disclose the full names and address of all his partners in the case of partnership firm.
  - Does not pay the Earnest Money Deposit & Tender Fee by Demand Draft / Pay order in prescribed covers.
  - Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
  - Does not attached the document mentioned.
  - 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.



- 
- The tender is in a language other than English & does not contain its English translation.
  - The tender documents are not signed affixing the stamp by an authorized signatory, tender documents submitted are incomplete &/ or ambiguous in any respect. Even non compliance of provisions, requirement in tender will render it disqualified. (To be submitted by lowest/successful tenderer before Work order.)
  - The successful tenderer doesn't agree to place Security Deposit as specified in the tender elsewhere.
  - If technical bid founds insufficient document than the price of the tender shall not be opened.
  - Amount of solvency Certificate shall be equal to 20 % of the tender amount.
  - 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. The tenderer proposed any alteration in the work specified in the tender, as example; alteration of such that the main aim of automation of operation of equipment, technology other then as specified in the tender document, etc.
  - All corrections, additions or posted slips to be initialed by the tenderer.
  - All pages of tender documents including specifications should be initialed by the Successful contractor after awarding the contract.
  - Notice of inviting tenders shall be a part of the contract documents. However, if any discrepancy is found between tender notice & tender documents, the tender document will be considered firm & final. i.e. tender notice details will be null & void to that effect.
  - Acceptance of tenderer 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 tenders and no reasons will be given for acceptance or rejection thereof.
  - The contractor shall also attach list of machineries, tools, plants, equipments which he propose to deploy for this work.
  - All types of duty and other taxes chargeable by the Surat Municipal Corporation shall be payable by the Contractor.
  - Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
  - Tender once offered cannot be withdrawn except with the permission of competent authority of Surat Municipal Corporation, Surat.
  - The successful tenderer shall be required to enter in to agreement with Surat Municipal Corporation after placing the work order for the said work from SMC.
-



- The successful tenderer may be required to furnish surety in accordance with IT-31 on stamp paper.
- The tenderers are requested to give complete specification of work quoted.
- Unless specifically mentioned by the tenderer for the extra payment of GST and other taxes on price quoted by them it will be presumed the prices quoted are inclusive of the GST and all taxes and no claim will be entertained for payment of extra GST or taxes on the bills submitted by them.
- **The Price-bid will be opened only after Technical Bid are clarified.**
- Surat Municipal Corporation reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.

#### **IT-12 TENDER VALIDITY PERIOD:**

The validity period of the tender submitted for this work shall be of one hundred twenty **(120) Calendar days from the date of opening of the price bid** 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 tender. If this is done then the Corporation shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

#### **IT-13 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 authorized 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 award.





---

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-14 OPENING OF TENDERS:**

The Price Bid of tenders will be opened on-line subject to receipt of Tender Fees and EMD in hard copy.

**The Price bid will be opened after evaluation of Documents, certificates etc. mentioned in this Technical Bid.**

**IT-15 WITHDRAWALS 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 decide by competent authority

**IT-16 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 affect 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. 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 / Consulting Engineer shall not be binding on the Surat Municipal Corporation.

**IT-17 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. The contractor shall particularly note the units on which the rates are based. In case the amount shown in the last column as worked out by the tenderer differ from that worked out from the quantity & the rates, the amount based on the rates will be taken as correct. In case the rate in word differs from that in figure, the former will be taken as correct. No changes in units shall be allowed.

**IT-18 MODIFICATIONS 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 published ON LINE 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-19 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. Failure to acknowledge may cause the Tender to be rejected.

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

#### **IT-20 EVALUATIONS OF TENDERS:**

The entire participating contractor must quote for all item otherwise the tender will liable to be rejected. S.M.C. will evaluate the tender with consideration of energy loading as mentioned elsewhere.

##### **EVALUATION OF TECHNICAL BID : -**

**THE BIDDER CAN QUOTE TWO SAMPLES OF LED LUMINAIRES HAVING ONE AS PRIMARY & OTHER AS SECONDARY. ALL REQUIRED PROCESS OF FURNISHING DOCUMENTS, DETAILS, LITERATURE, CERTIFICATES, SAMPLE(S) ETC. SHALL BE APPLICABLE FOR SECONDARY OPTION ALSO. POWER LOADING SHALL BE APPLICABLE FOR VALID MODEL(S). NO PRICE ESCALATION IN EVENT OF BETTER QUALITY LED LUMINAIRE SHALL BE GIVEN.**

**For evaluation purpose primary fitting will be consider as priority. If Primary fitting data does not match technical requirement, i.e. it fails to match tender specification etc..The secondary fitting (if offered and related secondary fitting document is uploaded) will be automatically consider as primary fitting**

After opening of the technical bid, SMC will examine the technical bid thoroughly. **The bidder must fulfil all eligibility criteria.**

Offered input (@ 230 V ~ 50 Hz) less than mentioned ceiling limit in **TABLE-A** in detailed specifications shall not be considered for power loading (advantage).

Power loading shall be applied in case of input power more than (@ 230 V ~ 50 Hz) the "base input power". The "base input power" shall be considered Min. among the qualified bidder with consideration of ceiling limit of input power. The input power shall be consider max. of mentioned in test certificate and quoted by the bidder. Power loading will be **Rs. 157.00 per Watt** per luminaries.

**Lowest offer shall be considered based on Quoted Cost (including GST/all kinds of taxes/ duties etc.) + Power Loading.**



After allotment of work if primary fitting fails during any testing, the secondary/other option will be considered and in that case recovery for energy loss difference will be done, if the second optional fitting draws higher energy compare to that stated for primary option during initial tendering. The secondary fitting must also pass all testing criteria.

If offered secondary LED fitting also fails during the testing in any testing criteria then SMC will offer the model/manufacturer to the tenderer which will be accepted by the tenderer without any objections or disputes.

**IT-21 TIME REQUIRED FOR COMPLETION AND PENALTY:**

**The job shall be completed in all respect within 02(Two)months after completion of 10 days from the date of order.** The Tenderer shall quote accordingly. Any deviation in time of completion specified above shall not be accepted and "price-bid" of such tenderer shall not be opened, and in case opened by mistake the tender of such tenderer shall not be considered.

Supply period shall be considered separately from the Erection-commissioning period. The penalty shall be applicable separately in case of delay of either case.

**IT-22 WORK DELAY PENALTY**

**The job shall be completed within the delivery / completion period mentioned failing which a penalty at a rate of 0.2% of unexecuted amount per day of delay subject to maximum of 10% of the total work done amount will be charged and deducted from the pending bills / security deposits of the contractor.**

**IT-23 FORCE MAJEURE:**

Force majeure shall mean and be limited to the following.

Any war or hospitalities.

Any riot or civil commotion.

Any earthquake, flood, lightening or other natural physical disaster.

Any strike or lockout (only this exceeding 10 continuous days in duration) or any other natural clematis affecting the work site.

**IT-24 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, royalties 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 mentioned in this tender.

**The rates quoted must be inclusive of GST. GST will not be paid extra.**



---

#### **IT-25 PAYMENT CONDITIONS:**

No payment shall be made in advance. The terms of payment shall be as under. The Municipal Corporation shall not under any circumstances relax the terms of payment and will not consider any alternative terms of payment. Tenderer should therefore in their own interest note this provision to avoid rejection of their tender.

**(A) Material/equipment Supply value:-**

- a) **90% of material(s) supply value after satisfactory delivery/acceptance of material and after, submission of invoice.**
- b) **10% of material(s) supply value after satisfactory commissioning of entire streetlight system through SMC/other contract and after satisfactory completion of whole work in all respect as a final bill.**

**Two percent (2%) shall be Retained from each running bill as retention money as performance guarantee**

**The watch and ward of the materials/ equipments after supply till handing over to Municipal Corporation shall be the responsibility of the contractor even if part payment is paid to the contractor against delivery of materials/ equipment.**

#### **IT-26 TAXES & DUTIES ON MATERAIL:**

All charges on account of GST, works contract tax, Construction Cess etc. and other duties on material and finished goods levied for the works from any sources shall be borne by the Contractor. The Municipal Corporation shall not supply 'P' or 'C' form. New statutory GST/taxes/duties that may be imposed by state/central government and/or by local authority after submission of tender which have financial effect shall be borne by SMC and shall be reimbursed **on production of receipt of payment of such new/additional taxes/duties.** Similarly Surat Municipal Corporation will recover the appropriate amount from the bill (or by other means) in case taxes/duties are reawaked/reduced by central/state government variation in Tax rate shall be borne by contractor.

#### **IT-27 SIGNING OF CONTRACT:**

The successful tender shall be required to pay the security deposit and to execute the contract within **10** days of receipt of intimation to execute the contract, failing which the Surat 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-13.

#### **IT-28 DISQUALIFICATIONS:**

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 (as per Article IT-10) and thus get opened before the due date of opening.
  - (b) The tender Security Deposit is not deposited in full and in the manner as specified in tender 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 authorized person. (as per Article IT – 13, i.e. Signing of tender documents)
  - (e) The general performance data for qualification not submitted fully. (As per Article IT-05, i.e. qualifications of tenderers)
  - (f) The tenderer does not agree to deposit security amount as specified. (as per Article IT-27, i.e. signing of Contract)
  - (g) The tenderer does not agree to payment terms defined as per Article IT-25, 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) All corrections or pasted slips are not initialed by tenderer.
  - (f) Any erasure is made in the tender.

**IT-29 PERFORMANCE GUARANTEE (SECURITY DEPOSIT):**

The total Security Deposit is 2% (Two percent) of contract value among which, as a contract security the tenderer to whom the award is made shall furnish a performance .The Guarantee for an amount equal to 2% (Two percent) of the contract price as initial security deposit to guarantee the faithful performance, completion of the works of the contract in accordance with all the conditions and terms specified herein and to the satisfaction of the engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms as mentioned below:-

- (a) By a demand draft/pay order of Local Nationalized Bank or scheduled banks like -IDBI, HDFC,YES, ICICI and AXIS bank of Surat branch acceptable to the owner.**



The performance guarantee shall be delivered to the Surat Municipal Corporation within 15 days of the notice of award. Security Deposit should be paid in time and if it is paid after 15 days from the date of 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 tender amount and not on the basis of estimated amount put to tender.

As initial Security Deposit, Two percent (2%) of the amount of work part in the tender accepted by the Competent Authority shall have to be paid towards security deposit at the time of execution of agreement. This will be released after (1) successful completion of Performance Guarantee (defect liability period.) or (2) completion of auditing clearing formalities ,whichever comes last.

**IT-30 STAMP DUTY:**

For formal agreement contractor have to submit the 3 nos. of stamp paper / duty of Rs. 100=00

**IT-31 NON-TRANSFERABLE:**

Tender documents are not transferable.

**IT-32 COST OF TENDERING:**

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

**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 MODE OF MEASUREMENT:**

The measurement of work shall be taken in measurable units executed according to the specifications and no proposals to adept alternative methods shall be accepted. The decision of Engineer-in-charge shall be final and binding on contractor.

**IT-35 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-36 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.

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.

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.

**IT-37 REGULATIONS:**

All the equipments and materials including their installation shall conform to the following applicable latest codes and standards.

Indian Electricity Rules 1956.

The Indian Electricity Act 1910.

Fire Insurance Regulations.

Regulations lay down by the Electrical Inspector of the Government of Gujarat.

Regulations laid down by the Factory Inspector of the Government of Gujarat

Relevant Indian Standards Institution's specification

Factory Acts.

Any other Rules & regulations and condition of Supply lay down by the Torrent Power Ltd., / DGVCL.

Variances: In instances where two codes are at variance, the more restrictive requirements shall apply.

**IT-38 WATER SUPPLY AND ELECTRICITY:**

**DELETED**

**IT-39 DRAWINGS:**

NA



---

**IT-40 WORKS TO BE COVERED UP:**

In respect of works which are likely to be embedded or covered up by the other works, the Contractor shall inform well in advance about these works for carrying out technical inspection, measurement, duly signed, by the Engineer-in-Charge before letting such part of the works, be embedded, covered or back filled.

**IT-41 NECESSARY FITTINGS:**

Any fittings or accessories, which may not be specifically mentioned but which are usual and necessary are to be provided by the Contractor without any extra charge, for the project to be completed in all respects/details.

**IT-42 MANUFACTURER'S INSTRUCTIONS:**

Where manufacturers have furnished specific instructions, relating to the material and equipment used for the works, covering points not specifically mentioned in above documents, such instructions shall be followed in all cases and the Contractor shall inform the Engineer-in-Charge accordingly.

**IT-43 QUALITY ASSURANCE:**

The option for selection of the Make/product/Brand shall rest with Surat Municipal Corporation, i.e. the contractor shall have to supply the materials, equipments, plants of a make as approved by the Surat Municipal Corporation.

All equipment and materials used shall comply with the relevant Indian Standard/International Standards unless a more rigorous requirement is specifically stipulated. If no applicable Indian Standard is available for any item of equipment of materials, the corresponding International Standards dealing with the subject in question shall be adopted. In every condition the latest specifications, standards etc. shall apply unless otherwise stated. In instances where there is a conflict between two codes (the Indian Standard accepted), the more restrictive of the two shall apply.

**QUALITY STANDARDS**

Where the name of one or more manufactures has been shown on the drawings or mentioned in these specifications, it has been so done to indicate type and quality required and acceptable. No restrictive choice is either implied or intended, and tenderer are bind to tender makes of equipment or materials from vendor list mentioned in the tender documents only, comply with these specifications and the requirements.

All Material /equipment shall be procured from reputed manufacturers and shall bear ISI certification mark whenever applicable. The Material/ equipment shall conform to the latest I.S. Standard Specification.





---

**IT-44 EQUIPMENT DATA PLATE:**

NA

**IT-45 INSPECTIONS OF Materials/EQUIPMENTS:**

All the Materials/equipments and parts thereof shall be inspected and tested at manufacturer's site in presence of representative of SMC/ TPI (Third Party Inspection) before shipment and/or dispatch for the site. In addition, if felt necessary, certain critical Materials/equipments or parts thereof shall be subjected to shop inspection and testing at manufacturer's site by the SMC & TPI or its authorized representative before shipment/dispatch to ensure conformity with the accepted laid down specifications. The contractor is responsible for providing all tools, instruments and other requirements for conducting such inspection and testing by the Surat Municipal Corporation or its representative. However, the shop floor inspection of Material/equipment by the SMC or its authorized representative before shipment shall not prejudice the SMC's right for rejection of the Material/equipments on the final inspection at site and also does not relieve the Contractor from the responsibility that all the material/equipments provided shall be free from defects and suited in all respects for the purpose intended to. Testing charges and other relevant costs shall be borne by the contractor and this matter is elaborate elsewhere in the tender document. Contractor has to arrange for Railway Ticket Minimum Two Tier A.C./flight for two persons.

**All the testing charges of equipment/ machineries and the transportation, lodging and boarding and any other relevant expense of the team of Surat Municipal Corporation which may consist maximum 2 personals shall be borne by the contractor.** The Schedule of dispatch of the Material/equipment to be supplied under the contract shall be submitted to the Engineer-in-Charge within two weeks after completion and approval of detailed engineering and finalization of specifications.

Required tests as per relevant B.I.S./IEC/ specifications for the various items of Material/equipment shall be performed at the Contractor's works or Material/equipment manufacture's site in the presence of Engineer-in-Charge and test certificates furnished. Where the bought out items/Material/equipment are such that it forms part of a system which is to be inspected, inspection shall be carried out at Contractor's works/ manufacture's site as per the stipulation laid down in B.I.S./IEC specification. However, where independent Material/equipment is so involved that it does not concern the assembly testing and can be directly dispatched to site, the test certificates shall be produced by the contractor/subcontractor and inspection shall be carried out at SMC site. However, during inspection if any defect found, the contractor at his risk & cost shall



---

replace the same and cost within specified time limit. In this case no time limit extension will be given in the execution of overall work.

Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the specifications, relevant standards and successful testing and commissioning at site

All test Material/equipment, operating personnel and consumables, testing charges, etc., required for carrying out tests at manufacture's work and at site shall be supplied by the Contractor at his own cost.

If required by the Corporation the Material/equipment shall be sent to recognized test lab for ascertaining the guaranteed parameters. The Contractor should agree to the same. The test results so obtained shall be binding to the Corporation and to the contractor. If the results are found meeting test

standards/certificates, the test charges shall be borne by the Surat municipal corporation otherwise the test charges shall be borne by the Contractor. But at the first instance the contractor to the concern institute/laboratory shall pay the charges.

#### **IT-46 PLANTS AND EQUIPMENT:**

The Contractor shall make his own arrangements to procure all equipment and materials necessary for timely execution of the works.

The Contractor shall deliver to the Engineer-in-Charge statement every month, showing the Material/equipment in the course of transportation or to be transported or to be required during the ensuing month or months, and all such further information and particulars as may be necessary or required to enable the Engineer-in-Charge to satisfy himself that the Contractor has taken the necessary measures for the execution of the work in accordance with the Contract to complete the work within time schedule.

All materials and equipment etc. once brought by the Contractor within the Project premises are not be removed from there without the written permission from the Engineer-in-Charge.

All the Material/equipments etc. shall be painted with final coat of paint at site before commissioning without any extra cost.

#### **IT-47 GUARANTEES / DEFECT LIABILITY PERIOD:**

**Entire work done shall carry Unconditional guarantee of 01 (One) years.**

Material/Equipment Guarantee

The Contractor shall guarantee for a period of 01 (One) year from date of Commissioning and completion against defective performance of Material/equipment/ instruments/ items /electrical items, etc., under Contractor's scope of supply. Any defect found whether in



---

materials or workmanship should be made rectified by the Contractor at his own expenses within the time specified by the Engineer-in-Charge.

Manufacturer's guarantee for design, workmanship and performance of all bought out items shall be made available to the SMC and shall be valid at least for the entire defect liability period Which is **01 (One) year** from commissioning/completion date

In the event of failure of any particular Material/fitting/equipment for more than three times during the guarantee period, the contractor shall replace the same at his cost. Manufacturer's guarantee, as mentioned above for such replaced Material/equipment shall also be made available to the SMC and should be kept valid at least for 01 (One) year from the date of last replacement.

#### **IT-48 OPERATING INSTRUCTIONS AND MANUALS:**

The Contractor shall submit to the SMC, a draft copy of comprehensive operating instructions and maintenance schedule for the Material/equipment included in the Contract. This shall be supplemented but not substituted by manufacturer's operating and maintenance manuals.

Operating and Maintenance manuals of Material/equipment /machineries

Manufacturer's operating and maintenance manuals shall be submitted to the Engineer-in-charge with the receipt of Material/equipment at SMC site.

#### **CONTENTS**

- The Instruction manuals shall contain, but not limited, to at least the following information, where applicable.
- General introduction and over all equipment description, purpose, functions, simplified theory of operations etc.
- Specifications.
- Installation, instruction and precautions.
- Commissioning procedure.
- Short and long term inactivation procedures.
- Name and address of closet spare parts and repair facility.
- Details drawings set of all Material/equipments.

#### **IT-49 DELETED**

**IT-50** No mobilization advance or advance on Material/equipment/machinery will be given.

**IT-51** 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-52** Tenderer shall get acquainted with the site conditions sufficiently in advance of the date fixed for submission of tender and shall have satisfied himself as to the nature of work to be executed, all the existing roads and access to and from the site work and to the sites, temporary shed etc. required for carrying out the work.

The tenderer shall be deemed to have full knowledge of all the relevant documents, existing site conditions etc. whether he inspects them or not.

**IT-53** The price bid will be opened only after technical clarifications are clarified.

**IT-54** The tenderer shall be entirely responsible for labour regulations as per prevailing labour laws and payment thereof as per Minimum Wages Act and other statutory requirements, like provident fund, Gratuity, pension etc.

**IT-55** Tenderer shall comply with all labour, industrial laws including Contract Labour (Regulation and Abolition) Act, 1970 and such other Acts and Statutes as may be applicable to him for the employees employed by him in connection with the work of this contract of the SMC.

**IT-56** Person below the age of 18 years shall not be employed for the work. Proof of age must be submitted to this office before engaging any personnel for the work. The workers engaged for these works must possess physical fitness.

**IT-57** The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act 1923 (VIII of 1923) or any statutory modification thereof for injuries caused to their workmen during working hour.

**IT-58** During the execution of the work, the contractor should properly cover up and protect the machinery/steel liable to damage or deterioration by exposure to the weather and should also take every precaution against damage to the machineries/steel from any cause.

**IT-59** The rates quoted should be firm and fix, No negotiation will be done regarding the rates quoted.

The detailed illustrative literatures, dimensional sketches etc. for all the equipments / materials offered showing all the constructional and technical details / specifications must be attached along with the tender.

The Material/equipment must comply with latest relevant ISS, which must be specified.

In case of any mis-understanding due to interpretation of any terms, conditions and specifications the decision of city engineer, Surat Municipal Corporation, Surat shall be final and binding on the part of contractor.

The contract shall be constituted according to and subject to laws in India and State of Gujarat and under the Jurisdiction of Court of Gujarat and Surat only.



---

Any other details if required can be head from the office of the Hydraulic Department(HWW),  
Surat Municipal Corporation, Khatodara, Surat. On request and prior to submitting the  
tender. No dispute at a latter date shall be entertained.

**Executive Engineer (HWW)**  
**Surat Municipal Corporation**

Signature & Seal of the Bidder

Date:

Place



---

## 4. General Conditions of Contract

### 1.0 TENDER INVITATION

- 1.1 The Surat Municipal Corporation invites bids for the “Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation”.

All work proposed to be executed under this contract shall be notified in a form of invitation to tender Posted on a board hung up in the Municipal Office and signed by the Officer authorized by the Commissioner.

- 1.2 The tenderer must obtain himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the work from the office of the Executive Engineer (HWW), Surat Municipal Corporation, Surat, during the office hours between 11:00 A.M. to 6:00 P.M. on weekdays except Sunday & holidays and examine the drawing and inspect site of the work and acquaint himself with all local conditions and matters pertaining thereto.

- 1.3 The responsibility and liability to meet all financial obligations and for overall project management in respect of this Contract shall be of the tenderer who submit the bids. While the performance guarantee of the equipments/machineries including other guarantee / warrantee of, design, process, manufacturing defects, etc. may be submitted jointly by the tenderer and collaborator, if any.

- 1.4 Should any prospective tenderer be in doubt as to the interpretation of any part of the tender document or any discrepancy with tender documents, the SMC or his nominated officer shall endeavor to answer written enquiries prior to tenders being submitted.

- 1.5 Tenderer shall mail their of queries on E-mail address [exen.hww@suratmunicipal.org](mailto:exen.hww@suratmunicipal.org) on or before last date of queries mentioned elsewhere.

- 1.6 Addenda and Corrigendum, if any after this date, shall be uploaded on net by the SMC. All Addenda / Corrigendum issued by the SMC shall become a part of the tender document. Tenderer shall have to submit the **soft copy** of addenda and corrigendum along with technical bid within due date mentioned elsewhere in tender.

- 1.7 Each of the pages of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself /themselves



---

with terms & conditions, specifications, etc. mentioned in the tender documents, as laid down. Any tender with any of the documents not so signed with will be rejected.

- 1.8 The rates quoted by the contractor shall include all eventualities such as heavy rain, sudden floods, etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the contractors, S.M.C. shall not be responsible for such damage or wash out to the construction work.
- 1.9 All prices for the Contract shall be inclusive of GST, all taxes, duties, levies, transportation, insurance, loading, unloading, etc., in Indian currency only. For the imported portion if any, tenderer shall quote in Indian Rupees by converting the exchange rate and its fluctuation, if any during the contract period.
- 1.10 Surat Municipal Corporation shall not provide 'C' form for tax purpose
- 1.11 The work contract tax shall not be paid to the contractor.
- 1.12 Any variation in the rate of taxes, levies, duties, etc., or any other new taxes, etc added by the central government, state government, local government, etc., i.e. any type of variation in the taxes shall be absorbed by the contractor for the project installation period, i.e. for SITC work. If Any new taxes levied by government the same shall not be reimburse by SMC during the period of date of tender and actual work completion.
- 1.13 Taxes shall be deducted from the running bills. No price variation or escalation shall be paid to the contractor under any circumstances what so ever.
- 1.14 The tender will be liable to be rejected outright, if while submitting it
- i) Any of the pages of the tender documents are removed or replaced.
  - ii) Any errors are made by him in the tender.
  - iii) Stipulates the validity period less than what is stated in the form or tender
  - iv) Does not quote his rates inclusive of all taxes, levies, duties, transportation, loading, unloading, services, etc. in his rates.
  - v) Does not disclose the full names and addresses of all his partners in the case of partnership firm.
  - vi) Does not fill in and sign the tender form as well as the bill of quantities and rates, annexure, specifications etc.
  - vii) The tenderer which do not fulfill any of the condition of those in the printed form and



those tender which incomplete.

viii) 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. The tenderer proposed any alteration in the work specified in the tender, as example; alteration of such that the main aim of automation of operation of equipment, technology other then as specified in the tender document, etc.

ix) If any correction done/made in the tender terms, conditions, specifications, etc by the tenderer in the tender documents taken / downloaded by them.

x) The conditional tenders and conditional offering discount. The conditional tenders means, any conditions put/indicated by the tenderer, as an example; only doing part work, reduce the scope of supply, not fulfilling the terms, conditions, specification of original tender, etc. The conditional offering discount means the offering discount subject to any conditions.

xi) The rates are not entered in price bid the column of schedule of price bid' under his signature.

xii) The tender or in the case of a firm/private limited/public limited, each partner/power of attorney holder thereof does not sign or the signature/signatures is/are not attested by a witness on page of the tender in the space provided for the purpose.

xiii) The solvency certificate from any of the Nationalized/Scheduled bank should be for the amount equal to 20% of the tender value of the work and not older than one year, without which such tenders are liable to be rejected

xvi) Does not submit the tender before the stipulated time on the specified date in the accounts office as directed.

1.17 The successful tenderer, in whose favor a letter of work order, has been issued by the SMC will be required to execute a formal contract and until such execution, the successful tender's bid together with the letter of work order issued by the SMC shall form a binding agreement in terms of the tender documents.

## **2.0 OPENING OF TENDER**

2.1 DELETED

2.2 DELETED

2.3 **Tender documents, EMD & Tender fees cover shall opened on next day of the last date of tender submission, if possible.**

2.4 **Price bid/(s) of the tenderer/(s), whom technical bid is found as per the tenders requirements shall be opened on-line only.**





- 
- 2.5 **Price bid shall be opened online in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in suitable form.**

### **3.0 BID EVALUATION**

- 3.1 Compliance with the Scope of Work including Technical Specifications for various items for works, detailed in the Tender Document
- 3.2 Technical features of the Technology offered.
- 3.3 Number of work already completed anywhere in the world and status thereof.
- 3.4 Competitive commercial terms and deviations, if any, from the conditions stipulated in the Tender Document.

#### **Discrepancies & Adjustments of Errors**

Any error in quantity or amount in price schedule 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.

### **4.0 ACCEPTANCE OF TENDER**

- 4.1 Acceptance of tender will rest with the competent authority that does not bind themselves to accept the lowest bid and reserves the right to reject any or all tenders and no reasons will be given for acceptance or rejection thereof. The tenderer whose tender is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in



---

the tender.

- 4.2 Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.

## **5.0 TERMINATION/DETERMINATION OF THE CONTRACT**

- 5.1 In any case, under any Clause/s of this tender, the contractor has rendered itself liable to pay compensation if a breach of any of the terms, conditions, specifications, etc. The SMC shall have power
- 5.2 To terminate the contract of which a notice in writing to the Contractor by the SMC shall be conclusive and binding in which case the security deposit of the contractor shall stand forfeited, at the absolute disposal of the SMC.
- 5.3 To take such part of the work as shall be unexecuted and to give it to another/other contractor to complete, in which case the expenses incurred, if any, in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (the certificate of SMC for the excess amount shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the SMC under the contract or otherwise or from the security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- 5.4 In the event of any of the above courses being adopted by the SMC, the Contractor shall have no claim for compensation for any loss sustained by him by the reason of having purchased or procured any materials, or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be terminated under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract, unless and until SMC certifies in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid the value as certified by the SMC.
- 5.5 In any case in which under any clause of or clauses of this contract, the Contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (Whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Commissioner on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Municipal Corporation.
- 5.6 To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Commissioner shall be conclusive evidence) and in that case that security



---

deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Municipal Corporation.

- 5.7 To employ labour paid by the Hydraulic Department and to supply material to carry out the works, or any part of the work debiting the Contractor with correctness of which cost and price, the certificate of the Executive Engineer (HWW) shall be final and conclusive against the Contractor and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and in that case the certificate of Executive Engineer (HWW) as to the value of the work done shall be final and conclusive against the Contractor.
- 5.8 To order that the work of the Contractor be in measured up and to take such part thereof as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the Executive Engineer (HWW) shall be final and conclusive) be borne and paid by the original Contractor and shall be deducted from any money due to him by the Municipal Corporations under the Contract of otherwise from security deposit or the proceeds of sale thereof, or a sufficient part thereof.
- 5.9 In the event of any of the above courses be adopted by the Commissioner the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the Executive Engineer (HWW) shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.
- 5.10 In any case in which any of the powers conferred upon the Commissioner shall have become exercisable and the same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall



---

remain unaffected.

- 5.11 In the event of the Commissioner taking, action under any of the clause mentioned as above, he may, be he so desires to take possession of all or any tools; plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the Executive Engineer (HWW) whose certificate thereof shall be final. In the alternative the Commissioner may, by notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with, any such requisition, the commissioner may remove them at the Contractor's expense or sell them by auction or private sale at the risk and account of the Contractor in all respects and certificate of the Executive Engineer (HWW) as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.
- 5.12 The Contract shall not be assigned or subject without the written approval of the Engineer-in-Charge, and if the Contractor shall assign or subject his contract or attempt to do so, or become insolvent or commence any proceedings to be adjudicated any insolvent or make any composition with his creditors, or attempts or attempt to do the Engineer-in-Charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Commissioner may by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Municipal Corporation and the same consequences shall ensure as if the contract had been rescinded as per above clauses here of and in addition the contractor shall not be entitled to recover or be paid or be paid for any work thereto for, actually performed under the contact.

## **6.0 LIABILITY FOR COMPENSATION EVEN IF CONTRACT IS NOT TERMINATED.**

In case any of the powers conferred upon the SMC by the above Clause become exercisable and have not been exercised by the SMC, the non-exercise thereof shall not constitute a



waiver of any of the conditions hereof and such powers shall notwithstanding anything contained above, be exercisable in the event of any default by the Contractor for any clause or clauses hereof and be liable to pay compensation as per the terms of these presents. In the event of SMC putting in force either of the powers vested in it under the mentioned above, it may, if it so desires, take possession of all or any of the tools, plant, materials and stores, in or upon the works or the site thereof or belonging to or procured by the Contractor for the execution of the work or any part thereof, paying or allowing the same for the adjustment in account at the contract rates, or in case of these not being applicable, at current market rates as the case may be and certified by the SMC, whose certificate to that effect shall be final. Otherwise the SMC may, by notice in writing, ask the contractor, to remove such tools, plant, materials, or stores from the premises within a 10 days and in the event the contractor fails for such compliance, the SMC may issue suitable instructions to remove or sell them by auction or private sale on account of and at the cost and risk of the contractor and the certificate of the SMC, as to that effect, shall be final and conclusive for the contractor.

#### **7.0 TIME EXTENSION**

Provided nevertheless if in the opinion of SMC, the contractor is entitled to any extension of time on account of the works being altered, varied or added or delay by the reason of any inclement weather or due to the reasons not under the control of the Contractor, the SMC is empowered to order in writing for the extension of the aforesaid period for final completion, by such period(s) as it deems reasonable and the Contractor shall complete the works within such extended period(s). However, the Contractor shall not be entitled to any extension of the period unless requested in writing for such extension for event, which the Contractor considers to entitle for requesting for any extension, to Engineer-in-Charge, SMC. The SMC may in its absolute discretion, dispense with such notice and allow an extension of time. Nevertheless in case of any extension of time, the aforesaid provisions for damages and compensation shall apply in case of non-completion of the works within the extended time. Such time extension shall not become any base for compensation for contractor under any circumstances what so ever.

#### **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.

#### **8.0 MONTHLY ASSESSMENT OF WORKS**



- 
- 8.1 All work shall be measured net by standard measure and according to the rules and custom of the Hydraulic Department of SURAT MUNICIPAL CORPORATION without reference to any local custom. No proposals to adopt alternative methods for measurement of work will be accepted.
  - 8.2 The Commissioner's decision as to what is the "Usual method in use in the Hydraulic Department will be final".
  - 8.3 Under no circumstance shall any contractor be entitled to claim enhanced rates for any items in this Contract.
  - 8.4 A bill may be submitted by the Contractor once in each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible shall be adjusted if possible within 30 (thirty) days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects. The payment shall be made as per the decision of engineer in charge. No payment shall be made for any work, estimated to cost less than Rupees one thousand.
  - 8.5 The Contractor shall submit all bills on the printed forms to be hand on application at the office of the Engineer-in-Charge. The Charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for in the tender at the rates hereinafter provided for such work.
  - 8.6 The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted and not completed, the Engineer-in-Charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.
  - 8.7 Payment against bills for the work done, subject to the required deductions, shall be made to the contractor based on detailed measurements and certifications of bills by the Engineer-in-Charge and on the recommendations of SMC as per the terms of payment mentioned elsewhere in tender document.
  - 8.8 All such intermediate payments shall be regarded as payments by way or advance against
-



---

the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim nor shall it conclude, determine or affect in any the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed from the completion of the work, otherwise the Engineer-in-Charge's certificate to the measurement and of the total amount payable for the work shall be final and binding to contractor.

- 8.9 The final bill for the work will be assessed on the modified Tender, wherever applicable, to give effect to the omissions, additions or variations from the prescribed drawings, specifications, and instruments and the detailed assessment of such omissions or variations.
- 8.10 Provided always that no final or other certificate is to cover or relieve the Contractor from its liability under the provisions of the following clause
- 8.11 "Any defects or other faults which may appear within 12 (Twelve) months after successful commissioning of the fixture and its accessories arising out of defective or improper materials or workmanship, defective design, detail engineering, etc., shall, upon the directions of the SMC, be amended and made rectified by the Contractor at its own risk and cost. In case of a default on part of the Contractor, the SMC may recover the cost of making good the works, of which the certificate of SMC shall be final, from any sum that may be then, or at any time thereafter may become due, including the Security Deposit or the proceeds thereof or of a sufficient portion thereof, the Contractor under the contract or otherwise"
- 8.12 Whether or not the same may be notified by SMC at the time or subsequent to the granting of the certificate.
- 8.13 All material supplied and work done by the Contractor shall remain the absolute property of the Municipal Corporation, and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-Charge.
- 8.14 When the estimate on which a tender is made includes lump-sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under contract or such items or if the part of the work in question is not the opinion of the Engineer-in-



---

Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive under the provisions of the clause.

- 8.15 Under any circumstance any interest on any account what so ever due to incident of the contract shall not be payable to contractor.

All such intermediate payments shall be regarded as payments by way or advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim; nor shall it conclude, determine or affect in any way the Powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate to the measurement and of the total amount payable for the work shall be final and binding on all parties.

- 8.16 If at any time before the security deposit is refunded to the Contractor, it shall appear to the Engineer-in-charge of the work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the Engineer-in-charge to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-





---

charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained or as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-charge consider that any such inferior work or

Materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the Contractor is so liable for any defects in the work shall be the Defects Liability Period shown in the attached Memorandum.

## **9.0 TERMS OF PAYMENT**

- 9.1 Recoveries shall be made from the above payments as per provisions made in various conditions, clauses, terms etc., in the tender documents and other dues from the Contractor.

Receipt for payments made on account of any work when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

## **10 COMPLETION CERTIFICATE**

The Work shall be deemed to have been completed in all respects on the day SMC certifies that the Works have been completed in accordance with the Contract and issues a Certificate to that effect.

The stage of work completion shall mean, the work completed by contractor with all respect and according to terms, conditions and specifications. This stage will be considered after completion of trial run.

## **11. FINAL PAYMENT**

The final bill shall invariably be preceded by a thorough assessment of the entire work performed by the Contractor. The Contractor shall submit the final bill for the works within one (1) month of such final assessment. The bill shall be based only on the works as assessed and at the accepted tender rates, including rates for any additional or extra work which might have been sanctioned by the SMC. All the deductions due under the Contract shall be adjusted accordingly in the final payment.



- While preparing final bill on completion of the work, the total amount of work done as sanctioned shall be compared with the total amount of work done, had it been executed at the rate of second lowest tenderer and if the later is less than the total amount of work executed by the successful contractor at sanctioned rates, than the amount of difference between the two, shall be deducted before making final payment.

In short, the work when executed shall not cost more to the corporation, If compared with the rates of the second lowest tenderer.

## **12.0 INSPECTION AND TESTING**

- 12.1 The Contractor shall provide at all times during the progress of the work and also during the defect liability period proper means of access and required attendants to move and arrange things as directed for the purpose of inspection or assessment of the work by the SMC or its authorized representative.
- 12.2 All Works embracing more than one activity shall be subject to examination and approval at each stage and the contractor shall give due notice in writing to the Engineer-in-Charge when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.
- 12.3 No work shall be put out of view by the Contractor without the approval of the Engineer-in-Charge and the Contractor shall afford full opportunity for the examination and assessment of any work which is so considered. Similarly, no work involving pre-assessment shall be taken up without a specific authorization by the Engineer-in-Charge. The contractor shall give a notice of not less than 2 days but not more than 4 days, in any case, in writing to the Engineer-in-Charge whenever any work or equipment is intended to be covered up in the earth or in walls or otherwise to be placed beyond the reach of assessment so that the work may be inspected and verified by the Engineer-in-Charge or that the correct dimensions may be taken before being so covered up. The Engineer-in-Charge shall, without unreasonable delay, unless he considers it to be unnecessary and advises the Contractor accordingly, attend for the purpose of examining and assessing such work or materials intended to be covered up. In the event of the failure on the part of the contractor to give such notice, such work/equipment shall be uncovered, if required, by the Engineer-in-Charge at the expense and cost of the Contractor.
- 12.4 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. However If any such part has been covered up or put out of the view after being approved



by the Engineer-in-Charge and is subsequently found on uncovering, to be executed in accordance with the Contract, the cost and expense of uncovering and/or making openings in or through reinstating, making good the same shall be borne by the SMC. In any other case all such costs and expenses shall be borne by the Contractor.

### **13.0 NO ESCALATION PAYABLE FOR WAGES AND MATERIALS**

13.1 No payments to the Contractor on account of escalation of rates of equipment, materials, wages, fluctuation in foreign exchange rate, etc., are admissible. The Contractor is supposed to foresee all statutory /other escalations which may be taken into account while quoting the rates in the tender. However the Contractor as notified by the Government shall pay the minimum wages payable to the labour as per Minimum Wages Act from time to time during the execution of the project. Any payment made over and above the specified minimum wages shall be on Contractor's account and the SMC shall not be liable to account for the same. In case of imported equipment any possible increase in custom duties, CVD, etc., shall also be foreseen and absorbed by the Contractor.

### **14.0 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS OF SMC**

14.1 The Contractor shall execute the entire work in the most productive, professional and prudent manner both as regards usage of materials and time in every respect in strict accordance with the approved design, specifications, drawings, etc.

14.2 The Contractor shall comply with the provisions of the contract and with due care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for assessment and supervision of all works, structural plans and other things of temporary or permanent nature, required for such execution and maintenance in so far as the necessity for such provision is specified or reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of erection / installation.

14.3 All works under the contract shall be executed under the directions and subject to the approval in all respects of the SMC which shall for time to time direct at what point(s) and in what manner the works to commence, and carried on.

### **15.0 ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS**

15.1 All works in the course of execution or executed in pursuance of the contract shall, at all times, be open and accessible to the inspection and supervision of the SMC or its authorized representative and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such representatives has been given to the contractor, either himself be present to receive orders and instructions or has a responsible agent duly accredited in writing, present for that purpose. Orders given to such agent shall be considered to have the same force as if they



had been given to the Contractor himself.

- 15.2 If at any time, it appears to the SMC or its authorized representative that any work has been executed with unsound, imperfect, or unskillful manner, or with inferior or grade of materials or articles or otherwise not in accordance with the contract for the execution of the work, the contractor shall, on demand in writing, which shall be made within the Project Completion Period from the SMC specifying such work, materials or articles, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be, and remove the materials or articles so specified and provide materials or articles as per the terms and in accordance with the spirit of the contract, at its own expense and cost. In the event of the Contractor failing to do so within a period specified by the SMC in its demand as aforesaid, the Contractor shall be liable to pay compensation at the same rate as for non-completion of the work in time for the default on its part.
- 15.3 In such case the SMC may at its sole discretion, accept the item of work at reduced rates as applicable under the contract during the preparation of on account bills or final bill. Further, if the item is so acceptable, without detriment to the safety and utility of the item and the structure the SMC may reject the work outright without any payment and/or get it other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. The decision of SMC to be conveyed in writing in respect of the same will be final and binding on the Contractor.

## **16.0 INTERPRETATION OF CONTRACT DOCUMENTS**

### **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 contractor'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.

## **17.0 STATUTORY AND OTHER OBLIGATIONS REGARDING WORKMEN**

- 17.1 The Contractor shall comply with all Central, State and Local Regulations, enactment and laws pertaining to workmen labour compensation or otherwise and the Engineer-in-Charge shall have the right to inquire into and decide all complaints in such matters.
- 17.2 The contractor shall work only during the daylight hours as approved by the SMC / Engineer-in-Charge unless he obtains the prior written approval to do otherwise. Even if



such approval is given, no liability in respect of any excess cost arising there from shall be borne by the Contractor.

17.3 The Contractor shall be solely liable for all the pecuniary and other consequences arising on account of violation or default on its parts of any of the provisions of the laws, Acts, Rules and Regulations or any other statutory obligations which may be in force, from time to time, regarding the conditions of employment of workmen. In addition, any such failure or violation or default on part of the Contractor will constitute a breach of the conditions of the contract and liable for suitable actions in terms of the relevant clauses thereof.

17.4 The contractor shall be liable to pay the wages directly to the workmen/workers employed by him on the works without the intervention of any intermediaries and shall ensure that no amount by way of commission or otherwise is deducted or recovered by such intermediaries from the wages of workmen/ workers.

#### **18.0 FORCE CLOSURE OF CONTRACT OR ABANDONMENT DUE TO REDUCTION IN THE SCOPE OF WORK**

18.1 If, at any time after the commencement of work, the SMC, for any reason whatsoever, does not require the whole work as specified in the tender to be carried out, the SMC or its authorized representative shall give a notice in writing, to that effect to the Contractor and the Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but could not derive in consequence of such decision of the SMC. He shall have no claim for the compensation by reason of any alteration having been made in the original specifications, drawings and instructions which may involve any curtailment, variation or increase of the work as originally contemplated.

#### **19.0 TEMPORARY SUSPENSION OF WORKS**

19.1 If the work should be suspended by the reason of rain, strike, lock outs, or other causes, the Contractor shall take all necessary precautions for the protection of the Works and shall at his own cost and expense make good any damage arising from any of these causes. No claim in this regard shall be entertained.

#### **20.0 AMBIGUITIES OR DISCREPANCIES IN DRAWINGS AND SPECIFICATIONS**

20.1 The Contractor shall from time to time check all Drawings and Specifications and shall promptly notify the Engineer-in-Charge of any omission or discrepancies therein. In case of ambiguities or discrepancies in Drawings, Specifications or Schedule of Quantities and Rates/Prices or any of them, the same shall be referred to the SMC in writing, and the decision of SMC shall be final and binding on the Contractor.

#### **21.0 GUARANTEE OF WORKS AND LIABILITY FOR DAMAGES, DEFECTS ETC.**



- 
- 21.1 The defect liability period in respect of the works shall **12 months** after completion of the work. The Contractor shall guarantee that the Material/equipment or parts thereof provided under the contract are new and free from defects in design, material and workmanship. The contractor shall also give guarantee for the satisfactory performance of the material/equipment or parts thereof provided under the contract and for the workmanship of the works executed as per the contract. This guarantee shall be valid for the duration of the defect liability period. Any defects, that may appear in the work within the defect liability period, which in the opinion of SMC or the Engineer-in-Charge is due to defective or improper material/equipment or bad workmanship or the work not being in accordance with the drawings, specifications or instructions under the contract shall be made good and/or repairs by the Contractor at his own cost and expense.
- 21.2 If it is found that the performance of the Material/equipment or parts thereof are not satisfactory and that any defect in design, material and/or workmanship is found within the defect liability period, the Engineer-in-Charge shall intimate to the Contractor to that defect in writing. The Contractor shall immediately but not later than 7 days of the receipt of such intimation investigate the causes of such defects. The Contractor shall arrange to provide within a reasonable period all the necessary Engineering designs, materials for the rectification/replacement of the defective Material/equipment or parts thereof at site at his own cost and expense. If the Contractor fails to take proper corrective action to repair the defects or otherwise to replace the Material/equipment or parts thereof to the satisfaction of the Engineer-in-Charge within a reasonable period, the SMC may at its option after giving 15 days notice in writing, take suitable action for such rectification or replacement, as it deems necessary, at the risk and cost of the Contractor.
- 21.3 In the event of an emergency in the opinion of the Engineer-in-Charge, where the delay would cause serious loss or damage or in the cases of minor defects found in the designs, materials and/or workmanship, within the defect liability period, the SMC shall however, have a sole right to take up immediately, notwithstanding Clause 2.20.2. Above, suitable corrective action for repair or rectification or replacement as deemed necessary, through a third party chosen by the SMC without any advance intimation to the Contractor. In such cases, the Contractor shall be intimated and shall assist and cooperate in making the repairs/rectification.
- 21.4 In case the defects are of such nature that the Material/equipment or parts thereof requires to be taken to the workshop of the Contractor for rectification, the same shall be taken by the Contractor at his cost and expense. In case the Contractor so desires the same shall be so dispatched at the risk and cost of the Contractor. However in both cases, the
-



---

Contractor shall furnish necessary Hypothecation Deed to the Engineer-in-Charge in respect of such Material/equipment or part thereof, and shall provide additional bank guarantee (Nationalized bank only) of amount equal to the cost of Material/equipment, as required by the Engineer-in-Charge before the Material/equipment, or parts thereof are removed from the site. After the necessary rectification or replacement, the Contractor shall deliver and duly install the Material/equipment or parts thereof at site at his own expense to the satisfaction of the Engineer-in-Charge. All risks in transit to and from the site shall be borne by the Contractor.

- 21.5 If the repairs, replacement or modifications as referred above are of such nature as may affect the efficiency of the Material/equipment or parts thereof, the SMC shall have the right to give to the Contractor a notice in writing within one month of such repair, replacement, renewal to carry out the tests, as may be required, for the acceptance of the equipment by the Engineer-in Charge.
- 21.6 When the defective Material/equipment or parts thereof are not repairable at site and sent to the workshop of the Contractor for necessary repairs or replacement but are essential for the operation of the facility, the Contractor shall take all the necessary steps to the satisfaction of the Engineer-in-Charge to minimize interruptions in the operation of the facility till such time the repaired equipment or parts thereof are returned back satisfactorily.
- 21.7 Material/Equipment or parts thereof so repaired or replaced shall have further defect liability period of 12 months from the date of acceptance, of such repair or replacement, by the Engineer-in-Charge and the contractor shall immediately arrange to extend the validity of the respective Bank Guarantee to adequately cover the extended period. Failing to supply the repaired Material/equipment with the mutually agreed time period, the bank guarantee shall be forfeited to SMC and the Material/equipment will be replaced by SMC at risk and cost of contractor.
- 22.0 EQUIPMENT NEEDED FOR THE WORKS
- 22.1 The Contractor shall, at his own cost and expense, provide all the Material/equipment, machineries, tools, etc. required for the works.
- 22.2 All Material/equipment to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the Contract and the Contractor shall on the request of the Engineer-in-Charge, furnish proof, to the satisfaction of the Engineer-in-Charge, that the Material/equipment so comply.
- 22.3 The Engineer-in-Charge shall be entitled to have tests carried out as specified or referred to in the contract for any Material/equipment provided by the Contractor at the cost and



---

expense of the Contractor and the Contractor shall provide at its cost and expense all facilities which the Engineer-in-Charge may require for such purpose. In case of the tests not being specified in the Contract, but are considered necessary by the Engineer-in-Charge, the Contractor shall provide all facilities and assistance required for the purpose and the charges for such tests shall be borne by the Contractor.

- 22.4 All Material/equipment and parts thereof shall be of such design as properly and satisfactorily function under all conditions operation. All the components or Material/equipments shall have proper factor of safety, maximum efficiency minimum wear and tear and ability to withstand in the respective environmental conditions encountered at the specific location, whether specifically mentioned in the specifications or not. Equipment shall be new, free from defects and of best quality. All the equipment shall conform to the latest revised relevant Indian / International Standards. Equipment which do not conform to either Indian Standards or the International Standards accepted in India, shall require approval of the SMC or Engineer-in-Charge by the Contractor furnishing a sample with the test certificate and performance certificates from a duly recognized test house in India .

23.0 SAFETY REGULATIONS

- 23.1 During the execution of the work, unless otherwise specified, the contractor shall at its own cost and expense provide the materials for all shoring, timbering and shuttering work necessary for the stability, safety and construction of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 23.2 The Contractor shall be responsible to take all precautions to ensure the safety of the person or property whether on public or works site during the period of contract and shall post such look out personnel as may, in the opinion of the Engineer-in-Charge, be required.
- 23.3 The Contractor shall assure the safety of the work and personnel and contractor shall be entirely responsible for any damage or injuries to any property or person resulting from any accident due to any reasons.
- 23.4 The Contractor must take sufficient care while moving, handling and installing material/equipment, so as not to cause any injury or damage to the persons or property of the SMC or the public or other working in or around the works. In case of causing of any injury or damage, to any person or property as aforesaid, the costs and expense of such occurrences, including eventual loss of working hours as estimated by the SMC, shall be borne by the Contractor. The Contractor shall also replace or repair all the damages caused to buildings or Material/equipments left at the time of the completion of the work





---

to bring the building or Material/equipment back to the original condition.

- 23.5 The Contractor shall, at its cost and expense, provide all the necessary facilities such as ladders, tools n tackles, railing, platform, inspection lamps, safety ropes, etc., for providing the safe working conditions to its or sub-contractor's workmen/workers and also for the inspection of the works by the authorized officials under the contract.
- 23.6 In any case of dismantling or demolition or otherwise the Contractor shall take necessary care not to damage the existing structure, equipment or materials while executing the works, and any damage, if caused on account of the same, shall be rectified or repaired by the contractor at its own cost and expense in restoring the structure or materials to its original condition.
- 24.0 REMOVAL OF SITE STAFF ON THE DIRECTION OF THE ENGINEER-IN-CHARGE
- 24.1 The Engineer-in-Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the contractors' employment who may be found to be incompetent or misconduct(s) and the Contractor shall forthwith comply with such requirements
- 24.2 The Contractor shall provide and employ on the site only such efficient and competent engineers, supervisors and skilled, semi-skilled and unskilled workers as are necessary for the proper supervision and timely execution of the Works. Orders / instructions given to the Contractor's Engineers/ Supervisors shall be considered to have the same force as if it had been given to the Contractor himself. The contractor is bound to remove any of its employees from the works/ site if the said employee is not acceptable to the Engineer-in-Charge.
- 25.0 CHANGES IN FIRM'S CONSTITUTION
- 25.1 Where the Contractor is a partnership firm/ private/public organization, a prior approval in writing from the SMC shall be obtained for any change in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family, such approval as aforesaid, shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would acquire the right to carry out the business of the Contractor. If such prior approval is not obtained, the contract shall be deemed to have been assigned in contravention of clause mentioned elsewhere in the tender, for the work hereof and the same action may be taken, and the same consequences shall ensure as provided in the said Clause.
- 26.0 DECISIONS BY THE SMC AND ENGINEER-IN-CHARGE
- 26.1 It shall be accepted, like as an inseparable part of the Contract, that in matters quality of materials, workmanship, removal of improper work, interpretation of Contract, drawings and specifications, mode or procedure of carrying out the work, the decision of the SMC



---

shall be final and binding on the Contractor and for any technical question which may arise touching the Contract, the SMC or Engineer-in-Charge decision shall be final and conclusive.

27.0 PATENTS, RIGHTS AND ROYALTIES

27.1 The Contractor shall fully indemnify the SMC and their all agents, servants and employees of the SMC against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay the royalties or other charges which may be payable in respect of any article or part thereof included in the Contract. In the event of any claim being made or action being brought against the SMC or any agent, servant or employee in respect of any of the matters aforesaid, the Contractor shall be notified thereof for taking necessary action at its cost and expense.

28.0 RIGHT OF SURAT MUNICIPAL CORPORATION TO CAUSE AUDIT OF THE ACCOUNT OF CONTRACTOR AND TECHNICAL EXAMINATION OF THE WORK

28.1 The SMC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for the SMC to recover the same from the Contractor in the manner prescribed or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to it under the Contract in respect of any work duly executed by the Contractor, the amount of such under payment shall be duly paid by the SMC to the Contractor, without any interest thereon whatsoever.

29.0 SUPERINTENDENCE OF WORK BY THE CONTRACTOR, SUPERVISION, TECHNICAL STAFF, EMPLOYEES ETC.

29.1 The Contractor shall provide all the necessary superintendence during the execution of the work and subsequently as long as may be necessary for proper fulfilling of the obligations of the Contractor under the contract.

29.2 The Contractor shall, immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the SMC, the name, qualification, experience, age, address and other particulars along with certificates, of the principal technical representative/ Project Engineer to be in charge of the work. Such qualifications and experience shall be in the relevant field. The SMC shall, within 15 days of the receipt of such communication, intimate in writing its approval or otherwise of such representative of the Contractor. Any such approval may, at any time, be withdrawn and in case of such



---

withdrawal under this clause, the decision of the SMC shall be final and binding on the Contractor. Such a principal technical representative/Project Engineer shall be appointed by the Contractor soon after the receipt of the approval from the SMC and shall be available at site within fifteen days of the start of the work.

- 29.3 In case where the Contractor is a sole proprietorship or partnership firm and the sole proprietor or partner himself / herself has such qualification, it shall not be necessary for the said Contractor to appoint such a principal technical representative but in such case the Contractor shall designate and appoint a responsible agent to represent him / her who will be present at the works whenever the Contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the Contract shall be applicable, in such a case, to the Contractor or its designated representative, in charge of the work in writing or in person or otherwise, present himself / herself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. All instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if they have been given to the Contractor. The principal technical representative and/or the Contractor or its responsible authorized agent shall be actually available at site at least three working days in every week, as determined by the Engineer-in-Charge in consultation with the Contractor, by a written notice, and shall also note down instructions conveyed by the Engineer-in-Charge in the site order book and shall affix its/his/her signatures in token of noting down the instructions and acceptance of the same. There shall be no objection if these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.
- 29.4 If the Engineer-in-Charge, whose decision in this respect is final and binding on the Contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the Contractor as per the relevant Clause(s) and the decision of the Engineer-in-Charge, as recorded in the site order book and assessment recorded in assessment Book, shall be final and binding on the Contractor. Further if the Contractor fails to appoint a suitable technical representative or responsible agent and if such appointed person is not effectively present or does not discharge his/her responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date a suitable person is so appointed and the Contractor shall be held solely responsible for the delay so caused in the matter.
- 29.5 The Contractor shall provide and employ skilled, semiskilled and unskilled labour as is



---

necessary for the proper and timely execution of the work.

- 29.6 The Engineer-in-Charge shall be at a liberty to object and require the Contractor to remove from the works any person who in his opinion misconducts himself or is incompetent or negligent in the performance of his/her duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works without the written permission of the Engineer-in-Charge and the Contractor shall suitably replace the person so removed, as soon as possible.
- 29.7 All works under in cause of execution or executed in pursuance of the contract shall at all-time be open to the inspection and supervision of the Engineer-in-Charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose, orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.
- 29.8 The contractor shall give not less than five days' notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.
- 30.0 TAXES, AND DUTIES TO BE PAID BY THE CONTRACTOR, OBTAINING OF PERMIT ETC. RESPONSIBILITY OF THE CONTRACTOR
- 30.1 Applicable GST, customs, works contract tax, Construction cess, stamp or any other statutory duties or dues of Central or state government(s) or Authorities on the equipments and/or components in respect of the contract, including applicable works contract tax, income tax and construction cess shall be payable by the contractor and shall be deemed to have been included in the amount quoted by the contractor for executing the works under the contract. The SMC shall not entertain and shall not be liable for any claim whatsoever in this respect and shall not issue any kind of certificate to the Contractor for



---

obtaining exemption / concession from the respective concerned authorities.

- 30.2 If pursuant to or under any law, notification or order, any fee, cess or the like becomes payable by the Contractor to the Central or State Government(s) or any local authority in respect of any material used by the contractor in the works, the SMC shall have a right to recover the amount paid in the circumstances by SMC, towards the said levies, from the dues of the Contractor.
- 31.0 EXCEPTED RISKS (FORCE MAJEURE)
- 31.1 If, at any time, the execution of the Contract is affected by War, (declared or not), hostilities, invasion, acts of foreign enemies, civil war, rebellion, revolution insurrection, riots and civil commotion (other than solely restricted to the employees/workers of Contractor), Acts of State, Acts of God such as earthquake, massive floods and other notified epidemic which an experienced Contractor could not have reasonably foreseen or reasonably made provision for these or insured against, then the Contractor shall, within seven days of such occurrence, apply to the SMC together with the adequate evidence for obtaining such extension of time as may be warranted by the circumstances. After a careful examination of the circumstances, the SMC may grant such extension of time as deemed necessary, without insisting on changing liquidated damages from the Contractor for such period.
- 31.2 Any extension of time granted by the SMC shall neither entitle the Contractor to claim for any increase in prices nor shall it release him from any of the obligations under the Contract. If the execution of the Contract as a whole is delayed by the reason of force majeure conditions persisting for a continuous period exceeding six months, the SMC and the Contractor shall discuss the matter and decide either to terminate the Contract without obligations on each side or to continue its execution on such terms as may be agreed upon.
- 32.0 APPRENTICES ACT PROVISIONS TO BE COMPLIED WITH
- 32.1 The Contractor shall remain liable for the payments of all wages or other money to its employees or workers under the Minimum Wages Acts, Payment of Wages Act, Employees Liability Act, Workmen's Compensation Act, ESI Act or any other laws, enactments and rules in force or made applicable from time to time by the Central or State Government(s). The Contractor shall also comply with the provisions of the Apprentice Act, Contract Labour (Regulations and Abolition) Act and the Rules and Orders issued there under from time to time. In case the SMC pays or becomes liable to pay any wages or dues to the labour or to any Government Agency under any of the provisions of the said acts or rules or other regulations, due to the omission or default on the part of the Contractor, the SMC



---

may, at its sole option, make such payments and recover the same from the bills of the Contractor.

### 33.0 INSPECTION OF SITE

33.1 The Contractor shall be deemed to have quoted after fully understand the nature of work to be done under this contract and the Contractor shall also be deemed to have inspected the Site of the Works and surroundings, the means of access thereto and to have generally obtained its own information on all matters and things which can in any way influence its tender. The Contractor shall also make itself familiar with the working conditions, accessibility to site of works, availability of Labour and equipment and such other relevant conditions which may affect the execution and completion of the work. No claim for any extra work or otherwise will be allowed in consequence of any misunderstanding, error or incorrect information on the above mentioned points or of any other inaccuracies in the reference thereto which may appear on the drawings or in the specifications or other records nor shall the contract be nullified in consequence of any such misunderstandings, incorrect information or inaccuracies.

### 34.0 CONTRACTOR'S SITE OFFICE & AMENITIES

34.1 The responsibility for providing any accommodation, feeding and sanitary necessities for the workers employed by the Contractor shall be exclusively of the Contractor; SMC shall not provide any site for that.

### 35.0 IDENTIFICATION BADGES/PASSES

35.1 The Contractor shall provide to each of its employees, including labour, with the identification badge at its cost and expense. The employees / labourers shall display the badges on their person so that the badges are clearly visible for checking at all times by the security as they enter and work in the premises of the SMC. The badges shall be printed, serially numbered with an identification number and duly signed by the Contractor.

35.2 The Contractor shall immediately notify the SMC if any of the badges is lost and a new one issued in its place, or when the badges are taken away by the discharged labour. No employee / worker of the Contractor without such badge will be permitted to enter and work in the premises of SMC, except in such cases where special permission in writing, of the Engineer-in-Charge is obtained.

### 36.0 WATCHING AND LIGHTING

36.1 The Contractor shall at its own cost and expense provide watchmen at all the places of the work wherever deemed necessary or required by the Engineer-in-Charge. The Contractor shall also keep all open trenches, excavations or other dangerous places properly and



---

sufficiently lighted between sunset and sunrise and shall provide and fix proper fencing, hoardings or temporary bridges to protect and assist the normal traffic. The Contractor shall also, at its own cost and expense, erect temporary fences on the sites where required by the Engineer-in-Charge.

37.0 COMPLIANCE WITH LOCAL LAWS, ETC.

37.1 The Contractor shall comply with all Acts, Rules, Bye-laws, Regulations and all other statutory requirements of local or other Authorities having jurisdiction over the Site and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices, and keep the Engineer-in-Charge informed of the said compliance with such Acts, Rules, Bye-laws, Regulations, statutory requirements, payments made, notices issued and received.

37.2 The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) of any statutory modification thereof for injuries caused to workmen.

37.3 The contractor shall also arrange to obtain the license from the competent Authority under the contractor labour (regulation and abolition) Act 1970

37.4 No contractor shall employ any person who is under the age of 18 years. If any contractor found employing person or persons under the age of 18 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.

37.5 No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Nawar).

37.6 No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

37.7 The Engineer-in-Charge or his agent is authorized to remove from work any person or animal found working which does not satisfy these conditions and no responsibility shall



---

be accepted by the Municipal Corporation for any delay caused in the completion of the work by such removal.

37.8 The contactor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair reasonable, the dispute shall be referred without delay to the Executive Engineer (HWW) who shall decide the same.

37.9 The decision of the Executive Engineer (HWW) shall be conclusive and binding on the contractor but such decisions shall not in any way affect the condition in the contract regarding the payment to be made by the Municipal Corporation at the sanctioned tender rates.

38.0 MATERIALS OBTAINED FROM EXCAVATION/DISMANTLING

38.1 All the useful materials, obtained from dismantling or demolition, and all fossils, coins, articles of value, etc. which may be found, discovered during the execution of the works shall be handed over to the SMC as directed at no extra cost to the SMC.

39.0 INDEMNITY AND INSURANCE

39.1 The Contractor shall indemnify and keep indemnified both the SMC and against all losses and claims for the injuries or damage to any person, or property whatsoever which may incur out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

39.2 The Contractor shall obtain, at its cost and expense, an Insurance Policy in the joint names of the SMC and the Contractor, covering the following risks and lodge the Policy with the SMC

39.3 Works including temporary / permanent structures, equipment, tools etc. at site against the damage by fire, burglary, strikes, riots and civil commotion and natural calamities like floods, earthquake, explosion, etc.

39.4 The workmen / workers employed by the Contractor against the Workmen Compensation Act and other statutory Laws where the compensation is payable by the Contractor;

39.5 Damages to the property of third parties including the neighboring buildings, equipment etc.

39.6 Damages to third parties including the staff, visitors, neighbors and other passerby of the SMC against any claim that may arise due to accidents, on account of the incidental risks,





---

which may occur during the execution of Works.

- 39.7 All claims / amounts against the policy shall be payable to the SMC and not to the Contractor. The Contractor shall keep the policy renewed from time to time until the Certificate for Completion of works is issued by the SMC. If at any time the policy so obtained and kept with the SMC expires, it shall be lawful for the SMC to stop further payments until the duly renewed policy is lodged with the SMC.

In case of, damage to the property such as equipments, machineries, instruments, buildings, and other assets etc., the claims once remitted to the SMC by any insurance company, the same will be disbursed in favour of contractor after rectifying such damage to the satisfaction of engineer in charge. In case of damage to labours, or any other persons, contractor shall compensate to the concern labours or any other persons till then SMC will retain the amount equal to compensation to be made, from the RA bills. After producing the authentic proof of compensation and clearance from the labour office where ever applicable, the retained amount of contractor shall compensate to the concern labours or any other persons till then SMC will retain the amount equal to compensation to be made from the RA bills. After producing the authentic proof of compensation and clearance from the labour office where ever applicable, the retained amount shall be released to the contractor.

- 39.8 The contractor shall take 'All contract risk insurance policy' for the tender cost of work viz. Rs. lacs of "Work's man compensation policy" for all workers and labours of contractor and clients 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 purpose shall be in the joint name of the contractor and the client and the policy shall be deposited with the SMC.

39.9 TRANSIT INSURANCE

The Contractor shall arrange at his cost for transit insurance for the dispatch of Material/equipment or parts thereof.

40.0 EXECUTION OF THE WORKS

- 40.1 The civil work and the whole erection and installation work of mechanical equipments shall be done in supervision of Civil/Mechanical Supervisor/Engineer-in-charge. No work including erection/ installation shall be between 8.00 to 17.00 hours with 1.00 hour of recess in between or on Sunday or Government holidays, except with the special sanction of the Engineer in writing previously obtained, and the withholding of such sanction shall be no ground of complaint on the part of contractors of cause for compensation to them. The period within which the work has to be carried on and completed has been fixed in



---

terms of this cause with the provision that the total number of hours of work permissible shall not exceed 48 hour in a week and in no case more than 8 hours on any working day the actual times within which the said hour shall be worked being subject to mutual arrangement with the contractors at the commencement of the work or from time to time as may be required and provided that for the one hour about mid-day exclusively of the permissible hours aforesaid for work, all works shall be stopped for raft and modes though sanction may be accorded to the contractor to work on days and at times otherwise, normally non-permissible under this contract, the contractors shall be required to bear the cost of such supervision as in the opening of the engineer-may be necessary at these times It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and Holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractors as a matter of right and the refusal to grant such permission will not be set up as a ground or for not completing the work within the contract period.

- 40.2 If on the other hand the Engineer requires that the work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractors shall proceed with the work but they will not be required in such cases to bear the cost of the Municipal establishment employed at the time. A six hours work at night will be considered as equal to day's work. Such number of days and hours as may be worked under these exceptions will be takes into account in determining the contract period fixed for completion of the works.
- 40.3 The contractors at all times during the continuance this contract shall in all their dealings with local labour for the time being employee on the works contemplated by this contract have due regards to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractors and any of their Agents on the hand and any local labour on the other hand with respect of any matter or thing in any way connected with this contract shall be decided by the Commissioner whose decision shall be final and binding on all parties.
- 40.4 The contractor shall not enter upon or commence any portion of work except with the authority and instructions of the Engineer-in-Charge or of his subordinate in charge of the



---

work failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

#### 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.

Contractor to note that SMC shall appoint Project Management Agency/Third Party Agency for the supervision/inspection of the work and they have to work under them.

#### 41.0 ACCESS TO THE SITE

41.1 During the progress of the Work, the Contractor shall keep the site reasonably free from all unnecessary obstructions. The existing roads or water courses or pipes, electrical line and conduits shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer-in-Charge in writing.

41.2 All operations necessary for the execution of work and for construction of any temporary work shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public or access to the use and occupation of public or private road, including approach roads from the main road and footpaths, and of properties whether in the possession of the SMC or any other person / organization.

41.3 All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or internal plant piping, etc. against the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due in terms of the Contract or otherwise according to Law.

#### 42.0 SETTING-OUT OF WORKS

42.1 The Contractor shall be responsible for the perfect setting out of the Works and for correctness of the positions, levels, dimensions and alignment of all parts of the works. All measurements shall comply with the dimension noted on the drawings and or as directed. If at any time during the progress of work, any error appear or arise in the positions,



levels, dimensions or alignments of any part of the Work, the Contractor, on being required to do so by the Engineer-in-Charge, shall at his own cost and expense rectify such errors to the satisfaction of the Engineer-in-Charge notwithstanding that he may have been assisted by the Engineer-in-Charge in setting out the same earlier.

#### 43.0 CARE OF WORKS

43.1 In the event of any accident or failure occurring or being likely to occur in or on the works which, in the opinion of the Engineer-in-Charge, required immediate attention either during the work period or the defect liability period, the Engineer-in-Charge may direct the Contractor by written notice to take necessary remedial action and if the Contractor fails to take action as directed by the Engineer-in-Charge within 7 days of such notice, the SMC and / or the Engineer-in-Charge may, by its own workmen or employing any other agency, make the necessary repairs or precautionary works and recover the costs from the Contractor.

#### 44.0 SCHEDULE OF QUANTITIES AND RATES/PRICE

44.1 The Contractor shall neither be entitled for any revision of price owing to variations in actual quantities of work nor be entitled to any loss of consequential profits or for any other damages arising thereof. The Contractor shall be paid only for the actual quantities of work executed and according to the price or unit rates agreed to.

44.2 The price or unit rates agreed to under this contract shall be for the finished works (except to the extent specifically excluded) and shall be inclusive of all equipments, accessories, hard wares, fabrication works, support structures, tools and plant, transport, labour, hoisting, setting and fixing and including all royalties, taxes and duties, etc. and shall remain firm and free from any variations arising from the cost of materials, labour, equipment, etc. or due to increase in type and rate of taxes, duties, insurance, etc. or for any other reason whatsoever during the entire period of the contract / completion of the works.

44.3 The price or unit rates agreed to under this contract shall be deemed to compensate for all minor details, which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of the works. Further, the Contractor is not entitled to make any extra claims for such works, if any.

#### 44.4 Lump-sum Price To Cover All Items and Nothing Like Extra Item To Be Paid

44.5 Nothing extra over and above the quoted lump sum price shall be paid on account of financial implications of all the terms, conditions, specifications, and it will be treated that necessary financial provision is deemed to have been kept in the lump sum price by the Contractor. If any contiguous item or any provision or requirement, not included in Scope



---

of Work, terms, Conditions and Specifications, etc. but is necessary for the completion of the works or its functional performance, shall be treated as incidental to the work/project and the same shall be provided by the Contractor within its lump sum price and nothing extra as 'Extra Item' shall be paid on this account.

44.6 If at any time after the execution of the contract documents, the Engineer-in-Charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor, he shall give notice in writing of the fact, to the Contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided herein under, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications; drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge, whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the Contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

44.7 If the Contractor or his workmen; or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed, or if any damage shall be done to the work for any cause whatever while it is in progress or if any imperfection becomes apparent in it within the Defect liability period mentioned above by the Engineer-in-Charge the contractor shall make good the same at his own expense, or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which



- 
- certificate of the Engineer-in-Charge shall be final) from any sum that may be due or thereafter becomes due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
- 44.8 Compensation for all damage done intentionally or unintentionally or by the Contractor's laborers whether in or beyond the limits of the Municipal Property shall be estimated by the Engineer-in-Charge or such other office as he may appoint and estimates of the Engineer-in-Charge subject to the decision of the Commissioner on appeal be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damage from the security deposit or deducted by the Engineer-in-Charge from any sum that may be due or become due from the Municipal Corporation to the contractor under this contract or otherwise.
- 44.9 The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person from injury sustained by him owing to negligence of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.
- 45.0 Work Permission
- 45.1 No work shall be done on Sunday/Holidays without the sanction in writing of the Engineer-in-Charge.
- 46.0 WORKMANSHIP
- 46.1 The work to be done under the contract or any part thereof shall be executed in the best and most skilled workmanship like manner, with best and approved quality of equipment and both the work and the material/equipment should conform to the particulars contained in or implied by the specifications and as referred to in the drawings or in such other additional directions, instructions and documents as may be found necessary and given time to time to the contractor during the execution of the works and to the entire satisfaction of the SMC and the Engineer-in-Charge.
- 46.2 The entire work shall conform to the latest and acceptable engineering practices and shall be such as to cause minimum transfer of noise and vibration to the building structures.
- 47.0 REMOVAL OF IMPROPER WORK AND Material/EQUIPMENT
- 47.1 The SMC shall have power to check and reject at any stage such work / equipment which it considers to be defective in quality or workmanship and nothing shall prevent from rejecting the materials brought to the site (i.e. materials made ready for use on works) which have been previously passed by the SMC or the Engineer-in-charge in an un-worked condition. The Contractor shall immediately arrange to replace the defective equipment by proper and suitable equipment with the approval of the Engineer-in-Charge
-



---

and carry out rework of the rejected work at his own cost and expense and to the satisfaction of the SMC. In the event of failure on the part of the Contractor to carry out his obligations under this clause, the SMC shall have the right to get the work done through other agencies at the risk of the Contractor and recover the cost in full from the Contractor.

47.2 All rejected Material/equipments will at once be removed from the site by the Contractor to such distances as may be desired, failing which the Engineer-in-Charge after giving three days' notice in writing may do so and recommend to the SMC for recovering the cost of removal from the Contractor.

48.0 URGENT WORKS

48.1 If any urgent work (in respect whereof the decision of the SMC shall be final and binding) becomes necessary for safety of the work or personnel and the Contractor is unable or unwilling to carry it out, the Engineer-in-Charge shall have right to employ outside labour. All expenses incurred on it shall be recoverable from any sum payable to the Contractor.

49.0 DAMAGE TO SMC PROPERITY

49.1 If during the period of erection, the contractor or his workmen damage or destroys any part of the building structure or materials, the contractor shall be completely responsible for the damages and he will have to make rectification/replacement at his own cost. The decision of the Engineer-in-charge will be final.

50.0 VARIATIONS IN THE SCOPE OF WORK

50.1 The SMC shall have the power to make any alterations/ variations/ deletions/ additions or substitutions from drawings, specifications, designs and instructions that may appear in its opinion, be necessary or advisable during the progress of the Works and the Contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the SMC in writing. Such alterations / deletions / additions or substitutions shall form part of and be read as incorporated in the Agreement itself.

51.0 CLEARANCE OF SITE ON COMPLETION

51.1 As part of the work included in this Contract, the Contractor shall completely remove and satisfactorily dispose off all temporary works to the extent directed. He shall demolish and dispose off all temporary structure, shall remove or grade to the extent directed all embankments made for erection purposes, shall satisfactorily dispose off all rubbish resulting from the operations under this Contract and shall do all the work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this Contract.

51.2 No final payment in settlement of the accounts for the Works will become due and shall be made to the Contractor till, in addition to any other conditions necessary for such final



---

payment, Site clearance has been affected by him. In the event of his failure to comply this provision within fourteen (14) days after receiving notice to that effect, such clearance may be made by the Engineer-in-Charge at the cost and expense of the Contractor. In the event, it become necessary for the Engineer-in-Charge to have the Site cleared at the cost and expense of the Contractor, the SMC shall not be held liable for any loss or damage to the Contractor's property as may be made on the site and due to such removal there from.

52.0 EXTRA WORK

52.1 Work that is not included in the tender documents shall not be performed, except when approved/sanctioned in writing by S.M.C.

52.2 Rates for additions or extras

Any additional item of work over and above those schedules in the tender are to be carried out at the same basic rates as quoted in the tender for the same type of work.

52.3 Rate for extra items, as far as possible will be derived from the quoted tender items where it is not possible to do so, the same shall be arrived at by adding 15 % towards overhead and profits on the actual cost of labour, material and plant and machinery input as approved by Engineer-in-Charge.

52.4 No claim for any extra or compensation for damage will be entertained on account of such variation, except where the quantity is increased by more than 30 %.

52.5 No claim for any extra or compensation for damage will be entertained on account of such variation where the quantity is decreased to any percentage or where the item is totally deleted.

52.6 Before payment of final bill on completion of the work, total amount of that work done at sanctioned rate shall be considered with the total amount of work done, had it been executed at the rate of second tenderer. While comparing total amount, quantity to be taken into consideration will be the quantity executed and not the quantity put to tender and will also include variation of quantity within the limits of quantity executed as per clause i.e. 30 % of the estimated quantity.

53.0 EXTENT OF DEVIATION OR VARIATION

53.1 The Contractor is not to vary / deviate from the approved scheme, its drawings and specifications or instructions or execute any extra work of any kind whatsoever unless upon an order in writing is given by the SMC in this regard. If compliance with the SMC's aforesaid order or approval involves extra work, and/or expense beyond that involved in the execution of the works as per contract, then unless the same were issued in consequence of some breach of this contract on the part of the Contractor, the latter shall be paid the price of the said work (to be valued as hereinafter provided) and/or the





expense aforesaid.

#### 54.0 MODIFICATIONS TO THE CONTRACT

54.1 There are no other understandings between the parties other than this Contract Document.

54.2 In the event of any of the provisions of the Contract require modifications after the Contract Documents have been signed, except those directions and orders given by the SMC under the Contract for the due execution of the works, the modifications shall be made in writing and signed by both the parties before giving effect to such modifications.

#### 55.0 COMMENCEMENT OF WORKS

55.1 The Contractor, having signed the Contract with the SMC, shall commence the work within the period stipulated in the document.

55.2 The Engineer-in-Charge may direct the Contractor to use so much of the site as may, in the Engineer-in-Charge's opinion, be required in order to enable the Contractor to commence and continue the work and shall from time to time, as the work proceeds, give the Contractor the use of such further portions of the site as the Engineer-in-Charge may from time to time consider proper and adequate in that regard. Phased delivery in the manner aforesaid of the use of site or any other facilities to be afforded to the Contractor shall not entitle the Contractor to any claims whatsoever.

55.3 If the Contractor commits default in commencing the execution of the work as aforesaid, the SMC shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit absolutely.

#### 56.0 WARRANTY

##### 56.1 WARRANTY FOR MATERIAL/EQUIPMENT

With respect to the Material/equipments provided by the contractor under this contract, the contractor shall be deemed to have furnished to the SMC.

a. Of Title

"The Contractor warrants that the Material/equipments are not subject to any security interest, lien or other encumbrance"

Against Patent Infringements

"The Contractor shall at his own expenses defend and save the SMC harmless from the expenses and consequences of any suit or procedure brought against the user so far as the said suit or procedure is based on a claim that the equipment provided constitute an infringement of any patent in existence on the date of the contract".

"In addition, the Contractor shall secure at his own expense a fully paid up license or



license that will permit the user to continue operation of the equipments provided, free of further claim for infringement”.

b. Of Performance

“The Contractor warrants that the equipment provided are suitable for the purpose or the purposes, for which such goods are used, conform to promise or affirmations made by the contractor and conform to specifications stipulated in the Contract”.

c. Of Fitness

“The Contractor warrants that the equipments provided are suitable for the particular purpose stipulated in the contract. The SMC affirm that it has relied on the contract’s skills and judgments to select or provide equipment for a particular purpose”.

d. Of Quality

“The Contractor warrants that the equipments are new and of best quality and that the equipment will be free of defects in design, workmanship or materials”.

**56.2 BREACH OF WARRANTY**

56.2.1 In the event of a breach of warranty, the contractor shall be required to take all necessary action at his cost and expense to correct the breach in the most expeditious manner dictated by the existing circumstances.

56.2.2 Upon oral or written notification of defects or malfunctioning of equipment during normal operation, which requires corrective action, the Contractor shall send the necessary personnel with the required materials, tools, test equipment and such other items to site to supervise and assume responsibility for repair. If the Contractor does not expeditiously take steps to correct the defects, the Engineer-in-Charge may at its option do so. However, such action on the Engineer-in-Charge’s part, will not release the Contractor of his responsibility and the Contractor inter-alia shall reimburse all the expenses incurred by the Engineer-in-Charge to repair or replace malfunctioning or non-conforming equipment.

**57.0 MAINTENANCE AND DEFECTS**

**57.1 AFTER SALES SERVICE**

The Contractor shall ensure that adequate and prompt after sales service in the form of maintenance personnel and spares as and when required with a view to minimize the breakdown period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the equipment.

**58.0 RIGHTS, REMEDIES AND POWERS**

**58.1 TERMINATION OF CONTRACT DUE TO CONTRACTOR’S DEFAULT**

If the Contractor



- 
- a) Abandons the work;
  - b) At any time defaults in proceeding with the works with due diligence and continue to do so after a notice in writing of 7 days from the SMC; or
  - c) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him to that effect by the SMC; or
  - d) Persistently disregards the instructions of the SMC and / or Engineer-in-Charge or contravenes any provision of the Contract; or
  - e) Fails to remove material from the Site or to pull down and replace Work after receiving from the Engineer-in-Charge notice to the effect that the said materials or works have been rejected or
  - f) Fails to complete the works or items of work on or before the stipulated date(s) of completion and do not complete them within the period specified in a notice given in writing to that effect by the SMC; or
  - g) Offers or gives or agrees to give to any person in the SMC's service or to any other person on this behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or
  - h) Shall enter into a contract with the SMC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the SMC or
  - i) Shall obtain a Contract with the SMC as a result of non- tendering or other non-bonafide methods of competitive tendering; or
  - j) Assigns, transfers, sub-lets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or attempts to assign, transfer or sub-let the entire works or any portion thereof without the prior written approval of the SMC:
  - k) The SMC may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the SMC by written notice determine the contract either as a whole or in part.
  - l) Or otherwise specified elsewhere in contract.

## **59.0 PACKING, MARKING, PROTECTION AND DISPATCH OF EQUIPMENT**

59.1 The Contractor shall be held liable for all damages or breakages to the Material/equipment



due to the defective or insufficient packing as well as for corrosion due to insufficient protections.

- 59.2 The Contractor shall arrange for dispatch of the Material/equipment by rail/road/ship after proper packing protection. The consignments shall be dispatched after inspection or otherwise, if agreed to, on freight paid basis, irrespective of the basis of price.

#### **60.0 CONTRACTOR TO MAKE FACILITIES AT SITE**

The Contractor shall make temporary arrangements at his own cost and expense for any approaches/accesses required for the movement of men and materials to his working places and material yard. If directed by the Engineer-in-Charge, the Contractor shall remove and make good temporary arrangements after completion of the works.

#### **61- A INCOME TAX**

IF Eligible, Income Tax on gross amount billed by the Contractor, as per prevailing statutory rules will be deducted as per Section 194(c) of Income Tax Act.

#### **61 - B CONSTRUCTION CESS**

DELETED

#### **62.0 REALESE OF SECURITY DEPOSIT ACCORDING TO WORK DONE**

- 62.1 In case the total amount of work done is less than 5 % of the contract value, prorata S.D. to that extent may be refunded to the contractor while releasing the payment of final bill. In soft, 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.
- 62.2 If there is increase in amount of work more than 5% of the contact value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the contactor up to running bills under consideration is more than 5% of the contact value. However, such S.D. shall be recovered in the round figure of Rs.1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 lacs or more at the rate of 4% of the additional amount.
- 62.3 In many cases, the contractors are stopping the work half-way due to number of reason and when the department has to take sections in accordance to clauses mentioned elsewhere in the tender document 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 finalizing the tender etc.
- 62.4 In such cases a fixed amount of Rs. 1000/- should be reversal from the original contract towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work.
- 62.5 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 shall be in addition to the recovery to be made under clause mentioned in elsewhere in the tender document or such other relevant clauses.

#### **63.0 DISPUTES AND JURISDICTION**



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

63.2 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 is referred to the court subject to Surat jurisdiction only.

#### **64.0 LEGAL COSTS**

64.1 Legal Costs incurred by the SMC in the event of litigation or other legal proceedings arising from this Contract agreement shall be borne by the Contractor.

64.2 This tender document contains technical bid and price bid, forwarding letter and other documents like Tender Fees, EMD, Addenda / Corrigendum, Registration copy, Authorization, Company Profile, Experience Certificates/List of clients along with Technical data, catalogs, performance curves, Annexures & Data sheet of Technical Bid, other Technical and General Specifications should be furnished duly filled in and signed. No pages can be removed from the conditions of contract, specification of drawings, otherwise it will be considered as an intentional fault and tenderer will be liable for rejection and the amount of earnest money deposit forfeited.

#### **65.0 Site Investigations**

The contractor shall visit the project sites prior to submitting bid, carefully inspect all areas, and become acquainted with the existing conditions and work to be carried out. No dispute shall be entertained later on in this regard.

**Executive Engineer (HWW)  
Surat Municipal Corporation**

**Signature & Seal of the Bidder**

**Date:**

**Place**



---

## 5. Detail Technical Specification:-

### **SUPPLY OF LED STREETLIGHT LUMINAIRES:**

#### **TECHNICAL SPECIFICATION FOR ENERGY EFFICIENT LED BASED LUMINAIRE UNIT FOR OUTDOOR STREETLIGHT: -**

This specification is for technical and general requirements design, development, manufacturing, testing and supply of energy efficient LED luminaire for streetlight complete with all accessories, LED lamps with suitable current control driver circuit and required optics including mounting accessories.(not bracket)

#### **[A] CODES & STANDARDS:**

- [a] IEC 60529 Classification of degree of protections provided by enclosures (IP Codes)
- [b] All LED luminaries should be manufactured & supplied as per all applicable & relevant standards for various components as well as functioning as specified in the tender documents, purposes intendeds and keeping safer, longer & reliable operation up to 10 years' lifespan.
- [c] (i) Limits and methods of measurement of radio disturbance characteristic of electrical lighting and similar equipment (ii) LED modules for general Lighting-Safety requirements, (iii) EMC Immunity requirement, (iv) Electro Magnetic compatibility (EMC)- Limits for Harmonic current emission --(equipment input current  $\leq 16$  A per phase, (v) Environmental Testing: Test Z- AD: composite temperature/ humidity cyclic test etc. should be as per relevant international standard/ all applicable Indian standard(s).
- [d] Further, LED should be designed, manufactured and supplied as per relevant Indian/ international standards applicable for Fixed general purpose luminaries, Lamp control gear: particular requirements for DC or AC supplied electronic control gear for LED modules, DC or AC supplied electronic control gear for LED modules performance requirements and Self-ballasted LED lamps for general lighting services- Performance requirements.
- [e] IS 4905 Method for random sampling.
- [f] LM 79 LED luminaire photometry measurement.
- [g] LM 80 Lumen Maintenance.
- [h] All applicable relevant Indian Standards published till now for LED luminaries.

#### **[B] ENVIRONMENTAL CONDITIONS:**

The LED streetlight is to be used in city of Surat, which is in Southern part of Gujarat. It is well connected with rails & roads, situated on Mumbai Ahmedabad Railway and nearby road is NH # 8. The average atmospheric condition during the year is mentioned below. The equipment shall be



designed to work in such environmental conditions:

i	Maximum ambient air temperature: 50° C	ii	Minimum ambient air temperature: 10° C
iii	Max. Relative humidity: 90%	iv	Average Rainfall: 55 inches
v	Atmosphere: Dusty and Heavy chemical smoke at times in certain areas	vi	Coastal area: The equipment shall be designed to work in coastal area in humid, salt laden and corrosive atmosphere.

### **[ C ] CONSTRUCTIONAL FEATURES:**

#### **General:**

- a.** Luminaries shall be made of die cast aluminium/ extruded Aluminium body with powder coated finish having safety.
- b.** Heat sink used should be aluminium extrusion having high conductivity. Heat sink should be integrated within luminaries and efforts shall be made to keep the overall outer dimension optimum such that it permits sufficient heat dissipation through the body itself to prevent abnormal temperature inside the luminaries and consequential damage to cover, gasket material, LEDs, lenses and drivers.
- c.** LED must be mounted on Metal core PCB with suitable large area surface by means of fins to dissipate the conduct heat. The fins must be exposed to ambient flowing air.
- d.** All luminaries shall be provided with toughened glass of min. 0.8 mm thickness of sufficient strength. UV stabilized Poly carbonate material is also acceptable. The luminaire should be provided with individual optical lens/ optical lens plate on the LED chip for achieving desired photometric distribution.
- e.** The minimum IK protection of optic cover shall be IK 05. Appropriate test certificate shall be provided with the technical-bid.
- f.** Suitable number of LED lamps shall be used in the luminaries. The manufacturer shall submit the proof of procurement of LEDs from OEMs at the time of testing.
- g.** Suitable reflector/ lenses may also be provided to increase the illumination uniformity and distribution.
- h.** The electrical component of the LED and The LED driver circuit must be suitably encapsulated with proper heat dissipation facility to function in environment conditions mentioned earlier.
- i.** The connecting wires used inside the luminaries, shall be low smoke halogen free, fire retardant e-beam cable and fuse protection shall be provided in input side.
- j.** Design of the thermal management shall be done in such a way that it shall not affect the



properties of the diffuser.

**k.** The equipment should be compliant to relevant international standard/ all applicable Indian standard(s) depending on the type of luminary.

**l.** The LED Module(s), Driver gear, etc. shall be designed in such a way so that temperature of heat sink shall not exceed 70° C.

**m.** All the material used in the luminaries shall be halogen free and fire retardant confirming to relevant standard.

**n.** The infrastructure for Quality Assurance facilities to verify/ test/ prove above specifications must be available at the manufacturing facility of the offered company(ies). The compliance shall be indicated clearly in the tender itself.

**o.** All fasteners must be of stainless steel.

**p.** Cable gland(s) should be provided for cable entry/ exit. All glands inside / outside luminaries must have IP 65 protection.

**q.** Heat sink must be thermally connected to MCPCB / LED light source.

**r.** Integral Surge protection of 4 kV (min.).

**High power and high lumen efficient LEDs suitable for following features shall be used: -**

**a.** The working life of the lamp at junction temperature of 85° C (max) at operating current shall be more than 50,000 working hours of accumulative operation and shall be suitable for continuous operation of 24 hours per day. These features shall be supported with datasheet.

**b.** Adequate heat sink with proper thermal management shall be provided.

**c.** Lumen maintenance report as per LM 80 guidelines shall be produced for the power LEDs used with the technical-bid.

**d.** Thermal management shall be in such a way that LED soldering point temperature shall not go beyond 75° C.

**e.** The LED luminaries shall be free of glare.

**LED DRIVER specification used for streetlight:**

**a.** Current waveform should meet relevant nation and international standard.

**b.** LED Driver shall withstand, withstand voltage up to level mentioned elsewhere in tender and restore once normal working when normal voltage is applied.

**c.** Maximum Temperature rise  $\leq 30$  degree C @ 45 degree C Tamp. With safety margin of 10 degree C.

**d.** The life of the driver should be more than equal to 20,000 Hours.





- e. The control gear should be compliant to relevant international standard/ all applicable Indian standard(s) as per the requirements.
- f. The driver of the luminaries should have Short Circuit, Over Voltage, over current, over temperature, Under Voltage, String Open protections.
- g. The LED driver must be confirming to IS 16104: 2012. Appropriate test certificate shall be provided with the technical-bid.**

**The electronic components used shall be as follows:**

- a. The protective cum adhesive coating used on PCBs should be cleared and transparent and should not affect colour code of electronic components or the product code of the company.
- b. The construction of PCBs and the assembly for components for PCBs should be as per IS standards.
- c. Specific mentioned of the Indian Standard(s) or international standard(s) does not relieve contractor to design, supply & installation of LED luminaries as designed to give intended performance up to lifespan of 10 years.

**Illumination Level:**

The luminaries shall be so designed that the illumination level shall be evenly distributed and shall be free from glare. The lux distribution curve/ graph/ spatial distribution shall be submitted.

**TABLE A | FIXED & PERFORMANCE PARAMETERS**

Sr. No.	Parameters	Road Width avg. 7 mtr to 12 mtr
1	Arrangement	Side
8	Minimum Initial Lumen Output of luminaire	7,300 lm
9	Maximum I/P per Luminaire at rated operating conditions	73 W
10	Ceiling on input power of luminaire at rated operating conditions	60 W
11	Efficacy of LED Chip	135 lm/W(min.)



---

## DATA SHEET : LUMINARIES & DESIGN PARAMETERS/ GENERAL DATA SHEET

Sr.	Parameter	Value/ Detail
(1)	Rated Supply Voltage	230/ 240 V ~, 50 Hz
(2)	Input supply voltage range	140 – 270 V ~
(3)	Expected Input Frequency	50 Hz +/- 3%
(4)	Working Temperature	+5° to +50° C
(5)	Working Humidity	10% - 90% RH
(6)	Usage hours	Dusk to dawn
(7)	Power Factor	≥ 0.90
(8)	Index of Protection Level (min.)	IP 65 as per IEC 60529
(9)	Internal Surge Protection	4 kV (min.)
(10)	Deleted	
(11)	Driver Efficiency	≥ 85%
(12)	Junction Temperature of LED	≤ 85° C
(13)	Rated Life @ L70	50,000 burning hours
(14)	Nominal Correlated Colour Temperature	4000° K to 6,000° K
(15)	Dispersion Angle	Minimum 120°
(16)	Overall Light Loss Factor	0.70
(17)	Colour Rendering Index	70 (Min.)
(18)	Total Harmonic Distortion	≤ 15% (EMI/ EMC Certification)
(19)	LED Chip Make	Cree/ Osram/ Nichia/ Philips Lumileds

### PENALTY:

If guaranteed rated power input at fixed parameter is not achieved during the test. Municipal Corporation shall have (1) the right to accept the luminaries & shall have right to charge penalty; In case of input power measured (during test) found more than the mentioned WATTAGE in Test certificate during BID): The recovery for energy loading shall be **Rs. 157.00 per W per luminaire**; or (2) also right to reject the luminaries.

### Details to be submitted by the bidder:

For proper assessment and due diligence on submissions, the bidder should provide following information on the quality and photometric of proposed luminaries.

### 01 General Description

Following details of the proposed luminaire shall be submitted as per Annexure: II.



---

## **02 Electrical specifications**

Electrical ratings of the proposed luminaire product shall be submitted in Annexure: III.

## **03 LED chip and driver information**

LED chip and driver information of the proposed luminaire product shall be submitted elsewhere in tender

## **04 Photometric information to be submitted as per Annexure: V**

## **05 TESTS & CERTIFICATES:**

Tests are classified as: –

- ✓ Type test
- ✓ Acceptance test
- ✓ Routine test.

The luminaire should be tested as per IEC 60598-2-3: 2002 standards and following test reports should be submitted: -

- (i) Heat Resistance Test
- (ii) Thermal in SITU Test
- (iii) Ingress Protection Test
- (iv) Drop Test
- (v) Electrical/ Insulation Resistance Test,
- (vi) Endurance Test,
- (vii) Humidity Test,
- (viii) Electrical and Photometric Measurements Test Report (IES LM 79)
- (ix) LED Lumen Maintenance Test Report (IES LM 80)
- (x) Vibration test as per ANSI

### **Type Test: -**

**Type test certificate(s) for the luminaire must be provided with the technical-bid. Acceptance Tests: -**

These tests are carried out by an inspecting authority at the supplier's premises on sample taken from a lot for acceptance of the said lot. Acceptance tests shall not be carried out from the lot on which type tests have already been conducted. Recommended sampling plan is given below.

Sample size and criteria for conformity.

The luminaries shall be selected from the lot at random. In order to ensure randomness of selection, procedures given in IS 4905-1968 (Reaffirmed 2001) may be followed.



### Routine Tests:

These tests shall be performed by the manufacturer on each complete unit of the same type and the results shall be submitted to the inspecting agency, prior to offering the lot for acceptance test. The firm shall maintain the records with traceability.

### Test Scheme & Quality Assurance: -

Sr. No.	Description of test	Prototype Test	Type Test	Acceptance Test	Routine Test
1	Visual and Dimensional check	Y	Y	Y	Y
2	Checking of documents of purchase of LED	Y	Y	Y	Y
3	Resistance to humidity	Y	Y	---	---
4	Insulation resistance test	Y	Y	Y	Y
5	HV test	Y	Y	Y	Y
6	Over voltage protection	Y	Y	Y	---
7	Surge protection	Y	Y	Y	---
8	Reverse polarity	Y	Y	Y	Y
9	Temperature rise Test	Y	Y	---	---
10	Ra (Colour Rendering Index) measurement test	Y	Y	---	---
11	Lux measurement	Y	Y	Y	Y
12	Fire retardant Test	Y	Y	---	---
13	Test for IP 65 protection	Y	Y	Y	---
14	Environmental tests	Y	---	---	---
15	Reliability Test	Y	---	---	---
16	Life Test	Y	Y	---	---
17	Endurance Test	Y	---	---	---
**	Quality Assurance				
18	Testing at	Approved govt. lab	Approved govt. lab	manufacturer works	manufacturer works
19	Testing by	---	---	SMC/ TPI	SMC/ TPI
20	Test frequency	---	As per Manufacturer	Lot wise	Lot wise
21	Lot size Not less than	---	---	As per mfg. standard	50 Nos. Of luminaries
22	Test Sample Size	---	---	1 no Min.	1no. min.
23	Documentation to be submitted	Whenever asked	With technical bid	During testing at Manufacturer works	During testing at Manufacturer works



Sr. No.	Description of test	Prototype Test	Type Test	Acceptance Test	Routine Test
24	LM 79 and LM 80 test report & result	----	Must to be submitted with technical bid	----	----

**NOTE:**

If SMC needs to test fitting in UL/ERDA/MSME/ equivalent (Which SMC desires) laboratory SMC shall be facilitated and carried out by contractor. And, if UL / ERDA / MSME /Equivalent (SMC approved) lab testing is FAILED, then the entire lot will be out rightly rejected by SMC and no excuse will be entertained in this matter further in such case the testing charges shall be recovered from contractor. Otherwise only testing fee of UL/ERDA/MSME/ equivalent (Which SMC desires) laboratory will be borne by SMC.

For testing mention in **table#1**, which is to be carried out by third party as well as SMC representative will follow particular mentioned below.

The testing/supplied lot must be minimum of 50 nos.

If quantity of luminaries is > 50 than company testing before dispatching shall be done in presence of SMC / TPI representative and sampling will be on random basis from lot for a 01 (One) fitting for each lot of 50 to 99 numbers of fittings,

and for higher numbers of fittings, i.e. > 99, fittings will be sub divided in each lot of 50 and so on testing will be carried. If any Light & EEC, Surat Municipal Corporation sample is rejected due to the unconformity /failed than entire LOT will be out rightly rejected and testing for LOT will be considered as a "Fail".

## **Method of Testing: -**

### **➤ Visual and Dimensional Check:**

The unit shall be checked visually for all dimensions as per approved design and drawing.

General workmanship should be good; all the components properly secured and sharp edges shall be rounded off. Check the marking and quality of the workmanship visually. Check the rating and make of electronic/ electrical items.

### **➤ Checking of documents of purchase of LED**

Check Document of purchase of LED lamps of approved sources viz. NICHIA/ OSRAM/ PHILIPS LUMILEDS/ CREE.

### **➤ Resistance to humidity test**

This is carried out by suspending the painted panels in corrosion chamber maintained at 100% RH and temperature cycle of 42° to 48° C for 7 days and examining it for any sign of deterioration and corrosion of metal surface.



---

➤ **Insulation resistance test**

The insulation resistance of the unit between earth and current carrying parts shorted together shall not be less than 2 MΩ when measured with 500 V megger.

➤ **HV test**

Immediately after insulation resistance test, an AC voltage of 1.72 kV rms ( $1,500 + 2 \times$  rated voltage) of sine wave form of 50 Hz shall be applied for one minute between the live parts and frame. There shall not be any kind of break down, flashover or tripping of supply.

➤ **Over voltage protection**

The LED Driver Shall be cut off once voltage exceeds 288 V AC. It shall be reconnected when supply comes within the limit. If, LED luminaires has optional/ other facility/ arrangement to operate without affecting performance & life of the LED driver/ lamp cut-off facility isn't required.

➤ **Surge protection**

It shall withstand a surge of 4 kV at the input terminals for all types.

➤ **Reverse polarity**

The Luminaire shall withstand polarity reversal. It shall be operated with reverse voltage for Min. 1 minute at maximum value of voltage range. At the end of this period, the supply shall be made correct polarity and Luminaire shall operate in a normal way.

➤ **Temperature rise Test:**

Temperature rise Test shall be conducted at 100 V ~ with full load. The temperature rise shall be recorded by temperature detectors mounted at the specified reference points on the body of semiconductors, capacitors and other components as agreed between purchaser and manufacturer. The maximum-recorded temperature under worst conditions shall be corrected to 55° C and compared with maximum permissible temperature (for power devices at junction). Under loading conditions as specified above, the corrected temperature of the power devices shall have a safety margin of minimum 10° C.

Temperature at junction shall not exceed 100° C when corrected to 55° C. The Luminaire shall also be subjected for short time rating after continuous loading to ensure the temperature rise is within the permissible limit. The maximum temperature rise of the electronics devices on the PCBs shall be in limit for industrial grade components suitable for 85° C environment. In case of exceeding limit, use of MIL-grade component shall be considered keeping RDSO informed.

➤ **Ra (Colour Rendering Index) measurement test**

The lumen is the unit of luminous flux, which is equal to the flux emitted in a solid angle of one steradian by a uniform point source of one candela.

The initial reading of the chromaticity co-ordinates x & y shall be within 5 SDCM (Standards Deviation for Colour matching) from the standardised rated value as per Annex: D of IEC 60081- 1997.



---

The initial reading of the general colour-rendering index (Ra) shall not be less than the rated value decreased by 3.

The lumen maintenance of the lamp shall not be less than 80% of the initial lumen after 20,000 burning hours and 70% of the initial lumen after 50,000 hours. The initial lumen will be taken after 100 hours aging.

Photometric test shall be conducted as per Annexure: B of IEC 60081-97.

The lumen maintenance test shall be done as per Annexure: C of IEC 60081-97.

➤ **Fire retardant Test**

Fire Retardant test shall be conducted as per IEC 60332-1 of the wire used in the luminaires.

➤ **Test for IP 65 protection**

This test shall be conducted as per IEC 60529.

➤ **Environmental tests (Prototype Test)**

The Luminaire shall meet the following tests as prescribed in IEC-60571.

- (i) Dry heat test.
- (ii) Damp heat test
- (iii) Test in corrosive atmosphere
- (iv) Combined dust, humidity and heat test

➤ **Reliability Test**

The reliability can only be determined in actual service. However, the following tests shall be carried out on the prototype to simulate as close as possible, the service conditions.

There shall be no failure during this test.

- (i) The light unit shall be mounted in an oven maintained at 45° C.
- (ii) The light will be operated at the specified maximum voltage and at 45° C for a period of 100 hours.

➤ **Photometry Test: -**

The test shall be carried out for Total Luminous Flux, Luminous Intensity Distribution, Electrical Power, Luminous Efficacy (calculation), Colour Characteristics- Chromaticity, CCT & CRI etc. as per IES LM 79.

➤ **Life Test**

The lumen maintenance & life test shall be done as per IES LM 80 for LEDs.

➤ **Endurance Test**

The Luminaire shall be kept "ON" with input voltage of 250 V ~ for 200 hours. After this the Luminaire is subjected to 20,000 cycles of "ON" and "OFF", each cycle consisting of 3 seconds "ON" and 10 seconds "OFF" period. Luminaire should survive this test. Test is to be continued for 20,000 cycles, followed by performance test.



➤ **Safety:**

The Luminaire shall comply with the safety requirements as per IEC 61195.

- **Tests defined for acceptance other than LM 79 and LM 80 are allowed to be carried out a Manufacturer works** as per above table
- The testing methodology mentioned above, is for reference. Competent authority or concern department head of SMC can waive some or all tests, in case of quantity of the LED luminaires is less.

**1. INFRINGEMENT OF PATENTRIGHTS:**

Surat Municipal Corporation shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of the components, used in design, development and manufacturing of these light luminaires and any other factor which may cause such dispute. The responsibility to settle any issue rises with the manufacturer.

**2. MARKING:**

The following information shall be distinctly and indelibly marked on the housing:

- Year of manufacture/ Batch Number/ Serial Number
- **Name of Manufacturer (Engraving)**
- Rated watt and voltage
- Input frequency

**MOST IMPORTANT NOTE: -**

**ALL APPLICABLE ANNEXURE(S) FOR LED LUMINAIRES MUST BE FILLED UP .**

**ALL DETAILS REQUIRED MUST ALSO BE PROVIDED .**

**Executive Engineer (HWW)  
Surat Municipal Corporation**

**Signature & Seal of the Bidder**

**Date:**

**Place**





---

## 06. Special Notes:

1. The materials supplied shall be genuine only and as per the specifications. If the same are not found satisfactory, the same shall have to be replaced "free of cost ". Manufacturer's certificate towards genuineness of materials shall have to be supplied (if required by the Department) otherwise the material shall be rejected. In case of doubt / dispute the corporation shall ask the contractor to send the material / equipment to the Manufacturer's work for testing genuineness. The decision / report received from the manufacturer shall be conclusive and binding on both the parties i.e. the corporation and the contractor. If the material / equipment sent for testing is not found to be genuine than the whole expenses for testing shall be borne by the contractor and the contractor shall replaces the whole lot of materials / equipments supplied by him, free of cost.
2. The responsible authorized person of the Manufacturer / Authorized dealer should be available on site daily when work is in progress. The Corporation shall not be responsible for any accident or damage done to the workmen / staff of the contractor. No compensation of any kind shall be paid by the corporation. The contractor shall observe govt. rules regarding labors etc.
3. The watch and ward of the materials / equipments till handed over to corporation after commissioning shall be the responsibility of the contractor even if part payment is paid to the contractor against delivery of materials / equipments.
4. No facilities will be given to the contractor at work-site by SMC in any type or in any manner. The contractor has to carry out the work with his own tools tackles/ equipment/ instruments/ ladders etc.
5. Material/equipment storage facility at work-site will not be provided by SMC to the contractor.
6. The labours/staff deployed by the contractor at work-site will not be given accommodation by SMC in any manner.
7. It is presumed that, the tenderer has seen the work-site and the nature of work before quoting the rates into the tender.
8. Any loss, damage to SMC property due to the carelessness of the contractor in work, all will be deducted from contractor's bill.
9. In case of any dispute arising out of this tender work, the decision of City Engineer will be final and will be accepted to the contractor.
10. All the safety precaution, necessary arrangement, colour code, notice board, etc., as per Govt. Safety rules.



- 
11. The work should be carried out as per site requirement and instruction by engineer in charge.
  12. **After the selection of manufacturer, the contractor shall arrange inspection and testing at the manufacturer's factory or assembly shop for inspection. No material shall be procured prior to the approval of the SMC.**

**Executive Engineer (HWW)  
Surat Municipal Corporation**

**Signature & Seal of the Bidder**

**Date:**

**Place**



---

## 07. Conditions of Contract

### **Clause 1.**

The person/persons whose tender may be accepted hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees shall (within 15 days of the receipt by him of the notification of the acceptance of his tender) deposit with Municipal Commissioner cash or Government securities endorsed to the Commissioner sum sufficient which will make up the full security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as canceled. The security deposit lodged by contractor shall be refunded after the expiry of the Defects liability period as shown in the attached Memorandum after deducting dues, if any, which become liable to be recovered from the contractor under the terms and conditions of this Agreement.

### **Clause 2.**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the Contractor shall pay as compensation a percentage amount (Shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished after the proper days. And further to ensure good progress during the execution of the work the Contractor shall be bound, in all cases in which the allowed for any work exceeds one month, to complete parts of the work during the period shown in the attached Memorandum.

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation, the amount mentioned above for every day that the due quantity of work remained incomplete, provided always that the total amount of compensation to be paid under the provision of this clause shall not exceed 10 percent of the tendered cost of the work as shown in the tender.

### **Clause 3.**

In any case in which under any clause of or clauses this contract the Contractor shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (Whether paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other cause, the Commissioner on behalf of the Corporation shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Municipal Corporation.



---

To rescind the contract (of which rescission notice in writing to the Contractor under the hand of the Commissioner shall be conclusive evidence) and in that case that security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Municipal Corporation.

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

To order that the work of the Contractor be in measured up and to take such part thereof as shall be executed out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, If the whole work had been executed by him (as to the amount of which excess expenses the certificate in writing of the EXECUTIVE ENGINEER(HWW) shall be final and conclusive) be borne and paid by the original Contractor and shall be deducted from any money due to him by the Municipal Corporations under the Contract of otherwise from security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses be adopted by the Commissioner the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchases or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the EXECUTIVE ENGINEER(HWW) shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the amount so certified.

**Clause 4.**

If the progress of any particular portion of the work is unsatisfactory the commissioner shall not withstanding that the general progress of the work is satisfactory in accordance with Clause 2, be entitled to take action under Clause 3 (b) after giving the contractor 10 days notice in writing and the Contractor will have no claim for compensation for any loss sustained by him owing to such action.

**Clause 5.**

In any case in which any of the powers conferred upon the Commissioner by Clause 3 and 4 hereof shall have become exercisable and the same shall not have been exercised the non-exercise thereof



---

shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Commissioner taking, action under the sub-clause (a) or (c) of clause 3, he may, he so desires to take possession of all or any tools; plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work of any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates, to be certified by the EXECUTIVE ENGINEER(HWW) whose certificate thereof shall be final. In the alternative the Commissioner may, by notice in writing to the Contractor or his clerk of the works, foremen or other authorized agent require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such notice and in the event of the Contractor failing to comply with, any such requisition, the commissioner may remove them at the Contractor's expense or sell them by auction or private sale at the risk and account of the Contractor in all respects and certificate of the EXECUTIVE ENGINEER(HWW) as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

**Clause 6.**

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Commissioner within 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred and the Commissioner may, if in his opinion, there are reasonable grounds for granting as extension, grant such extension as he thinks necessary or proper. The decision of the Commissioner in this matter shall be final.

**Clause 7.**

On the completion of the work the contractor shall be furnished with a certificate by the EXECUTIVE ENGINEER(HWW) (hereinafter called the Engineer-in- charge) of such completion, but no such certificate shall be given nor shall the work be considered to complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned of the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received the approval of the Engineer-in-Charge, the said measurement being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the



---

requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the Contractor remove such scaffolding surplus materials and rubbish, and dispose of the same the Contractor shall forthwith pay the amount of all expenses so incurred, but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Clause 8.**

No payment shall be made for any work, estimated to cost less than Rupees one thousand, till after the whole of the said work shall have been completed and a certificate of completion given, But in the case of works estimated to cost more than Rupees One thousand, the Contractor shall, on submitting a monthly bill therefore be entitled to receive payment proportionate to the percentage shown in the attached Memorandum of the part of the work than approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor.

All such intermediate payments shall be regarded as payments by way or advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-Charge from requiring bad, unsound imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, nor shall any such payments be considered as an admission of the due performance of the contract or any part thereof in such respect of the accruing of and claim nor shall it conclude, determine or affect in any the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-Charge's certificate to the measurement and of the total amount payable for the work shall be final and binding on all parties.

**Clause 9.**

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

**Clause 10.**

A bill may be submitted by the Contractor once in each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, so far as it is admissible shall be adjusted if possible within fifteen days from the



---

presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the Contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

**Clause 11.**

The Contractor shall submit all bills on the printed forms to be hand on application at the office of the Engineer-in-Charge. The Charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for in the tender at the rates hereinafter provided for such work.

**Clause 12.**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the P.W.D. store if it is required that the contractor shall use certain stores to be provided by Engineer-in-Charge (Such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of the contract specified in the schedule or memorandum hereto annexed ) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise from the security deposit or the proceeds of sale thereof shall be held in Government securities ; the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the Contractor shall remain the absolute property of the Municipal Corporation, and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Hydraulic Department Stores, if the Engineer-in-Charge so requires by a notice in writing given under his hand, but the Contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

**Clause 13.**

The Contractor shall execute the whole any every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to designs,



---

drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the Contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs, drawings and instructions on aforesaid.

**Clause 14.**

The Engineer-in-Charge shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-Charge and such 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 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, then such class of work shall be carried out at the rates entered in the schedule of rates of the 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 the 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 the receipt by him to 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 be 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 a 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.





---

**Clause 15.**

**A.** If at any time after the execution of the contract documents, the Engineer-in-Charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the Contractor, he shall give notice in writing of the fact, to the Contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided herein under, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-Charge, whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the Contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-Charge, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**B.** The Contractor shall not be entitled to claim any compensation from the Municipal Corporation for the loss suffered by him on account of delay by the Municipal Corporation in the supply of materials entered in schedule-A where such delay is caused by...

Difficulties relating to the supply of railway wagons and availability of Government controlled materials.

Force Majeure.

Act of God.

Act of the Nation's enemies or any other reasonable cause beyond the control of the Municipal Corporation.

In the cause of such delay in the supply of materials 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 circumstance of the case. The decision of the Commissioner as to the extension or item shall be accepted as final by the Contactor.

**Clause 16.**

---



---

The contractor is to set out and level the work and will be responsible for the accuracy of the same. He is to provide and maintain measuring and surveying instruments including steel tapes. Theologize and dumpy level at all times for proper carrying of the work and for the use of the EXECUTIVE ENGINEER (HWW) and his representatives including skilled attendance.

**Clause 17.**

The contractor is to cover up and protect the works from the weather, and is to suspend all wet operations during such weather which, in the EXECUTIVE ENGINEER (HWW) opinion will be detrimental to the work.

**Clause 18.**

Samples of each class of material and workmanship shall be submitted by the contractor for the approval of the EXECUTIVE ENGINEER (HWW) and after such approval these samples shall be deposited at any place the EXECUTIVE ENGINEER (HWW) may appoint and contractor shall be required to perform all the works of this contract in accordance with the samples.

**Clause 19.**

On completion, all work must be cleaned down; rubbish removed and the works and land cleaned of rubbish; surplus materials and other accumulations, and everything left in a clean and ordinary condition.

**Clause 20.**

The Contractor shall provide, erect and maintain proper sheds and temporary buildings for the storage and protection of materials and goods and for the execution of work which may be fabricated or brought on the site.

**Clause 21.**

The Contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the structure as shown in the drawings supplied to him. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the EXECUTIVE ENGINEER (HWW).

**Clause 22.**

The contractor shall permit the execution of the work not provided for in the tender by artists; tradesman, or others engaged by the Municipal Corporation. The contractor shall allow all reasonable facilities and the use of his scaffolding and water for the execution of such work; but is not required to provide any special scaffolding for the execution of such work except by special arrangement with the Municipal Corporation.

**Clause 23.**



---

Under no circumstances whatsoever shall the contractor be entitled to any compensation from the Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer-in-Charge within one month of cause of such claim occurring.

**Clause 24.**

If at any time before the security deposit is refunded to the contractor, it shall appear to the Engineer-in-Charge or his subordinate in charge of the work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for Engineer-in-Charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost ; and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, during which the failure so continues and in the event of any such failure as aforesaid the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace the materials or articles complained or as the case may be at the risk and expense in all respects of the contractor, should the Engineer-in-Charge consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the contractor is so liable for any defects in the work shall be the defects liability period shown in the attached memorandum.

**Clause 25.**

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



---

**Clause 26.**

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

**Clause 27.**

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

**Clause 28.**

The Contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the P.W.D. stores in accordance with the contract). Plant tools, appliance implements, ladders, cordage, tackles, scaffolding and any temporary works, which may be required for the proper execution of the work, in the original; altered or substituted from, and whether included in these specification or, other documents forming part of the contract or referred to in these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work, the contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing, and assisting in the measurement of examination at any time and from time to time of the work or materials, falling this the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expense may expense may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contractor shall provide all necessary fencing and lights required to



---

protect the public from accident; and shall also be bound to bear the expenses of every suit, action or other legal proceedings, at law, that may be brought by any person for injury sustained owing to negligence of the above precautions, and to pay damages and costs which may be awarded in any such suit, action or proceedings, to any such persons, or which may with the consent of the Contractor be paid in compromising any claim by any such person.

**Clause 29.**

The Contractor shall make his own arrangements for drinking water for the labour employed by him.

**Clause 30.**

Compensation for all damage done intentionally or unintentionally or by the Contractor's laborers whether in or beyond the limits of the Municipal Property shall be estimated by the Engineer-in-Charge or such other office as he may appoint and estimates of the Engineer-in-Charge subject to the decision of the Commissioner on appeal be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damage from the security deposit or deducted by the Engineer-in-Charge from any sum that may be due or become due from the Municipal Corporation to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person from injury sustained by him owing to negligence of precautions to prevent the spread of fire and he shall also pay any damages and cost that may be awarded by the court in consequence.

**Clause 31.**

No work shall be done on Sunday/Holidays without the sanction in writing of the Engineer-in-Charge.

**Clause 32.**

The Contract shall not be assigned or subject without the written approval of the Engineer-in-Charge, and if the Contractor shall assign or subject his contract or attempt to do so, or become insolvent or commence any proceedings to be adjudicated any insolvent or make any composition with his creditors, or attempts or attempt to do the Engineer-in-Charge may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, load, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-Charge may by notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of



---

the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Municipal Corporation and the same consequences shall ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid or be paid for any work thereto for, actually performed under the contract.

**Clause 33.**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

**Clause 34.**

In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the Engineer-in-Charge for his information.

**Clause 35.**

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the EXECUTIVE ENGINEER (HWW) who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 36.**

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

**Clause 37.**

When the estimate on which a tender is made includes lump-sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under contract or such items or if the part of the work in question is not the opinion of the Engineer-in-Charge capable of measurement the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive under the provisions of the clause.

**Clause 38.**

In the case of any class of work for which there are no such specifications as are mentioned in Rule 1 such work shall be carried out in accordance with the Municipal or Gujarat Government P.W.D.



---

specifications, and in the event of there being no Municipal or Government P.W.D. specifications, then in such a case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**Clause 39.**

The expression " Works " or " Work " where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work or works the contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

**Clause 40.**

All quarry fees and royalties shall be paid by the contractor. All VAT and GST and other taxes shall also be paid by the contractor according to the Municipal rules in force at the time and no refund shall be given. Certificate for refund of quarry fees and royalties if admissible under existing rules shall be given by the Municipal to the Contractor after successful completion of the contractor, for the levy of water charges for construction work, see the attached Memorandum.

**Clause 41.**

The Contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act 1923 (VIII of 1923) of any statutory modification thereof for injuries caused to workmen.

**Clause 42.**

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

**Clause 43.**

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

**Clause 44.**

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

**Clause 45.**

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

**Clause 46.**



**i)** No contractor shall employ any person who is under the age of 18 years. If any contractor found employing person or persons under the age of 18 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.

**ii)** No contractor shall employ donkeys or other animals with breaching of string or thin rope. The breaching must be at least three inches wide and should be of tape (Nawar).

**iii)** No animals suffering from sores, lameness or emaciation or which is immature shall be employed on the work.

The Engineer-in-Charge or his agent is authorized to remove from work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the Municipal Corporation for any delay caused in the completion of the work by such removal.

The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on the ground that the wages paid are not fair reasonable, the dispute shall be referred without delay to the EXECUTIVE ENGINEER(HWW) who shall decide the same.

The decision of the EXECUTIVE ENGINEER(HWW) shall be conclusive and binding on the contractor but such decisions shall not in any way affect the condition in the contract regarding the payment to be made by the Municipal Corporation at the sanctioned tender rates.

**Clause 47.**

Payment to the contractors shall be made by Cheque drawn on any bank in Surat, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash.

**Clause 48.**

Any contractor who does not accept these conditions shall not be allowed to tender for works.

**Clause 49.**

The clause headings in these conditions are for purposed of reference only and are not to be deemed to form part of this contract.

**Clause 50.**

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

**Clause 51.**

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





(i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the contractor while releasing the payment of final bill. In soft, 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.

If there is increase in amount of work more than 5% of the contact value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the contactor up to running bills under consideration is more than 5% of the contact value. However, such S.D. shall be recovered in the round figure of Rs.1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded of to the nearest multiple of Rs.25000/- such additional S.D. shall be recovered for the works amount to Rs. 5 lacs or more at the rate of 4% of the additional amount.

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

In such cases a fixed amount of Rs. 1000/- should be reveal from the original contract towards the cost of advertisement and other administrative charges incurred by the department in finalizing the contract for the remaining work.

In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery shall be in addition to the recovery to be made under clause-3 or such other relevant clauses.

#### **Clause 52.**

Please return the same duly filled technical bid along with all the set in a sealed cover to the following address with the name of work written on the top of envelope at the following address, so as to reach not later than 6:00 P.M. on or before the last date of the submission of the tender.

**The Chief Accountant,  
Accounts Department,  
Surat Municipal Corporation,  
Muglisara, Surat – 395 001.**

**The tender submission shall be by Registered post/ Speed post only.**

#### **Clause 53.**

A Sum of **Rs. 11,600/-** on account of earnest money should be paid as per tender condition. Earnest money in the form of Cheque will not be accepted. The amount will be forfeited in case after his quotation is accepted, the contractor does not complete the contact documents and pay the amount of Security Deposit of 2% of tender amount within the specified time as mentioned in clause in



---

condition of contact, otherwise it will be refunded. The work is to be completed within stipulated time limit (Including monsoon) from the date mentioned in order to commence the work. The insurance Company's bond will not be accepted against the Security Deposit.

**Clause 54.**

The contractor will quote item rate, both in words and figures. The final total as per the item-rates quoted above also be given both in words and figures.

**Clause 55.**

No alteration in the form of quotation and in schedule of quantities and no additions in the shape of special stipulation will be permitted. Quotation which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

**Clause 56.**

The tenderer must obtain himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same from the office of the EXECUTIVE ENGINEER(HWW), Surat Municipal Corporation, Surat, during the office hours between 11:00 A.M. to 6:00 P.M. on weekdays except Sunday & holidays and examine the drawing and inspect site of the work and acquaint himself with all local conditions and matters pertaining thereto.

**Clause 57.**

Each of the pages of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself /themselves with General Conditions etc., as laid down. Any tender with any of the documents not so signed with will be rejected.

**Clause 58.**

The tender form must be filled in English and all entries must be made by hand written in ink, if any of the documents is missing or unsigned, the tender shall be considered invalid.

**Clause 59.**

The rates quoted by the contractor shall include all eventualities such as heavy rain, sudden floods, etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the contractors, S.M.C. shall not be responsible for such damage or wash out to the construction work.

**Clause 60.**

**Time is the essence of the contract. The work should be completed within stipulated time limit (Including monsoon) from the date mentioned in work order issued to the contractor to commence date of the work . The successful contractor will have to give a schedule of the various items of work to be done so that the work is completed within the stipulated time.**



---

**Clause 61.**

Rate for extra items, as far as possible will be derived from the quoted tender items where it is not possible to do so, the same shall be arrived at by adding 15% towards overhead and profits on the actual cost of labour, material and plant and machinery input as approved by Engineer-in-Charge.

**Clause 62.**

Rate for extra items, as far as possible will be derived from the quoted tender items where it is not possible to do so, the same shall be arrived at by adding 15% towards overhead and profits on the actual cost of labour, material and plant and machinery input as approved by Engineer-in-Charge.

**Clause 63.**

In case of delay in execution of work the penalty at the rate of 0.2% of unexecuted work amount per day subject to the maximum of 10% of the work done value, shall be payable by the contractor to the Corporation towards compensation.

**Clause 64.**

No claim for any extra or compensation for damage will be entertained on account of such variation, except where the quantity is increased by more than 30%.

No claim for any extra or compensation for damage will be entertained on account of such variation where the quantity is decreased to any percentage or where the item is totally deleted.

**Clause 65.**

It should be noted that the contractor shall have to complete the work in stipulated time limit as per the terms of the contract.

The Contractor shall submit complete CPM/PERT chart and get it approved within one month of the award of the work.

**Clause 66.**

The contractor shall also arrange to obtain the license from the competent Authority under the contractor labour (regulation and abolition) Act 1970.

**Clause 67.**

Before payment of final bill on completion of the work, total amount of that work done at sanctioned rate shall be considered with the total amount of work done, had it been executed at the rate of second tenderer. While comparing total amount, quantity to be taken into consideration will be the quantity executed and not the quantity put to tender and will also include variation of quantity within the limits of quantity executed as per clause 67 i.e. 30% of the estimated quantity.

In case the latter is less than the total amount of work done at sanctioned rate; then the amount of difference the two shall be deducted from the final bill before making payment. In other words the work when executed shall not exceed as compared to the rate of second lowest tenderer. It may be noted that extra items shall not be included in comparing the rates with the second lowest tendered.



---

**Clause 68.**

The following additional information shall be forwarded by the tenderer along with the submission of the tender

- (a) A list of works of comparable nature executed, along with their value and time of completion.
- (b) A list of works in hand showing the cost of the work to be completed against each with the certificate from the Head of the office concerned.
- (c) A list of machinery in their possession and which they will bring for the proposed work.
- (d) Solvency certificate without which such tenders are liable to be rejected. The solvency certificate should be for the amount equal to 20% of the tender value of the work.

**Clause 69.**

Acceptance of quotation will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all quotation/tenders and no reasons will be given for acceptance or rejection thereof. The tenderers whose quotation is accepted will have to enter into a regular contract and abide by all rules and regulations embodied in the tender.

**Clause 70.**

The tender will be liable to be rejected outright, if while submitting it ----

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.

Any of the pages of the tender are removed or replaced.

In the case of item rate tender, the rates are not entered in ink in figures and words and the total of each item and grand total are not stuck by the tenderer in ink in the last column of schedule 'B' under his signature.

Any errors are made by him in the tender.

All corrections and addition or pasted slip are not initiated by tenderers.

The tenderer or in the case of a firm, each partner thereof does not sign or the signature/signatures is/are not attested by a witness on page of the tender in the space provided for the purpose.

The tenderers which do not fulfill any of the condition of those in the printed form and those tenders which are incomplete.

**Clause 71**

The contractor has to make all arrangement for procuring the material required on his own work.

**Clause 72.**

In case of any discrepancy with tender documents the contractor may contact the Executive Engineer (HWW), Surat Municipal Corporation.

**Clause 73.**



---

In view of the difficult position regarding the availability of foreign exchange would be released by the department for the purchase of plant and machinery required for the execution of the work contracted for.

**Clause 74.**

The contractor will have to construct shed for storing valuable material at works having locking arrangement. The material will be taken for use in the presence of the departmental person. No material will be allowed to be removed from the site of works.

**Clause 75.**

Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.

**Clause 76.**

Tender once offered cannot be withdraw except with the express permission of the Municipal Corporation.

**Clause 77.**

The successful tender may be required to furnish surety of 10% of the contract value on stamp paper if so desired by the Commissioner.

**Clause 78.**

The tenderers are required to give complete specification of prices quoted.

**Clause 79.**

For all R.C.C. WORKS SUCH AS Footing, Column, Beams, Slabs, Chhajjas, Pardis, Lintels, etc., 15 cm x 15 cm x 15 cm sizes test cubes as per the P.W.D. standard will have to be taken by the contractor and as per instructions and directions of the Engineer-in-charge. These test cubes will be for 7 days and 28 days respectively. After 7 days, 28 days these test cubes will be tested in the Government approved laboratory by the contractor at his own expense and results will be submitted directly to the respective head of the department.

**Clause 80.**

If the work executed is found to be of inferior quality or of any substandard quality not confirming to the specifications at any point of time during the inspection of by Engineer-in-charge or any higher Authority, the contract shall be terminated without assigning any reasons thereof and no payment shall be made towards the probable damages or loss caused to the contractor and materials purchased by him for this work and no compensation whatsoever either shall be paid to contractor by Municipal Corporation.

**Clause 81.**

[a] The civil work and the whole erection and installation work of electrical – mechanical equipments shall be done in supervision of Civil/Electrical/Mechanical Supervisor/Engineer-in-charge. No work including erection/installation shall be between 8.00 to 17.00 hours with 1.00 hour



of recess in between or on Sunday or Government holidays, except with the special sanction of the Engineer in writing previously obtained, and the withholding of such sanction shall be no ground of complaint on the part of contractors of cause for compensation to them. The period within which the work has to be carried on and completed has been fixed in terms of this cause with the provision that the total number of hours of work permissible shall not exceed 48 hour in a week and in no case more than 8 hours on any working day the actual times within which the said hour shall be worked being subject to mutual arrangement with the contractors at the commencement of the work or from time to time as may be required and provided that for the one hour about mid-day exclusively of the permissible hours aforesaid for work, all works shall be stopped for raft and mods though sanction may be accorded to the contractor to work on days and at times otherwise, normally non-permissible under this contract, the contractors shall be required to bear the cost of such supervision as in the opening of the engineer-may be necessary at these times It should be distinctly understood that the granting of permission to work extra hours or to work on Sundays and Holidays will be entirely at the discretion of the Engineer and cannot be claimed by the contractors as a matter of right and the refusal to grant such permission will not be set up as a ground or for not completing the work within the contract period.

**[b]** If on the other hand the Engineer requires that the work shall be proceeded with on days and at times otherwise normally non-permissible under this contract the contractors shall proceed with the work but they will not be required in such cases to bear the cost of the Municipal establishment employed at the time. A six hours work at night will be considered as equal to day's work. Such number of days and hours as may be worked under these exceptions will be takes into account in determining the contract period fixed for completion of the works.

**[c]** The contractors at all times during the continuance this contract shall in all their dealings with local labour for the time being employee on the works contemplated by this contract have due regards to all local festivals and religious or other customs and all disputes, matters and questions arising between the contractors and any of their Agents on the hand and any local labour on the other hand with respect of any matter or thing in any way connected with this contract shall be decided by the Commissioner whose decision shall be final and binding on all parties.

#### **Clause 82.**

If the work executed is found to be of inferior quality or of any substandard quality not confirming to the specifications at any point of time during the inspection of by Engineer-in-charge or any higher Authority, the contract shall be terminated without assigning any reasons thereof and no payment shall be made towards the probable damages or loss caused to the contractor and materials purchased by him for this work and no compensation whatsoever either shall be paid to contractor by Municipal Corporation.



---

**Clause 83.**

The contractor shall take 'All contract risk insurance policy' for the estimated cost of work of "Work's man compensation policy" for all workers and labours of contractor and clients 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 purpose shall be in the joint name of the contractor and the client and the policy shall be deposited with the clients.

**Clause 84.**

The contractor should not that the conditional tenders shall be out rightly rejected.

**Clause 85.**

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

**Clause 86.**

The rates bifurcation for supply and erection /commissioning part shall be considered same to that, mentioned in payment terms.

**Clause 87.**

Surat Municipal Corporation shall not provide 'C' form for tax purpose.

**Clause 88.**

The work contract tax shall not be paid to the contractor.

**Clause 89.**

No price variation or escalation shall be paid to the contractor.

**Clause 90.**

While preparing final bill on completion of the work, the total amount of work done as sanctioned shall be compared with the total amount of work done, at the rate of second lowest tenderer and if the later is less than the total amount of work executed by the successful contractor at sanctioned rates, than the amount of difference between the two, shall be deducted before making final payment. In short, the work when executed shall not cost more to the corporation, If compared with the rates of the second lowest tenderer.

**Executive Engineer, (HWW)**

**Surat Municipal Corporation**

**Signature & Seal of the Bidder**

**Date:**

**Place:**



---

## 8. Tenderer's/Contractor's Certificate

I/We hereby declare that I/We have pursued in detail and have examined closely the specifications/general terms & conditions/special terms/important instructions/note described in the tender document. I/We hereby agree to be bound by and comply with all such specifications/terms conditions etc. I/We also certify that I/We have visited the site and inspected the locations of the proposed work before quoting my/our rates.





## 9. Annexure- 01 to 10

### SURAT MUNICIPAL CORPORATION

**e-Tender Invitation Notice No: CE /HYD /03 /2019-2020, Work No:11**

#### **ANNEXUR- I**

#### **TECHNICAL/ SERVICE PROFILE PERTAINING TO TENDERER:-**

Sr.	Description		Filled by Contractor
1	Name of Tenderer / Contractor	:-	
2	The Applicant is a)an individual b)a proprietary firm c)a firm in partnership d)a Limited Company or Corporation		
3	Attach the Organization Chart showing the structure of the organization including the name of the Directors & position of directors.		
4	Name of contact person	:-	
	Address	:-	
	Contact No.	:-	
	Mobile No.	:-	
	E-mail address, if any.	:-	
	Address of Head Office.	:-	
	Address Main office in Gujarat.	:-	
	Office in Surat or nearest to Surat.	:-	
5	Are you a manufacturer/authorized dealer/ sub dealer/ contractor? (Please specify).	:-	
6	Give details about your service network	:-	
7	Minimum period for attending the call/ breakdown from the time of intimation.	:-	
8	Do you agree to all terms and conditions specified in the tender if no, please specify where and how you differ (attach separate sheet if necessary).	:-	Yes



Sr.	Description		Filled by Contractor
9	DELETED	:-	
10	Completion period from the date of confirmed order.	:-	
11	Enumerate customer's list to whom such equipments are supplied, installed and commissioned by you and are in service at present (Attach separate sheet if necessary).	:- ⇒ ⇒ ⇒ ⇒	
12	How maintenance/ services will be offered. Specify clearly (i.e. from Surat office or any elsewhere).	:-	
13	DELETED	:-	
14	Testing will be carried out at manufacturer's works prior to dispatch of equipment as specified earlier.	:-	Yes
15	Rates are inclusive of all tax, transportation, watch & ward, ,GST, etc.	:-	Yes
16	Portion or percentage of the work the tenderer proposes to sub-contract (if any) in case contract is awarded.	:-	
17	For how many years has the organization been in business under its present name & style?	:-	
18	Have you ever not completed work awarded to you? (if so give the name of project and reasons for not completing the work on separate page).	:-	
19	DELETED	:-	
20	Details of your latest project completed.	:-	

**Note:**

- (i) Attach separate sheet/ sheets if where ever required.  
(ii) The Corporation will not issue any sales tax declaration form

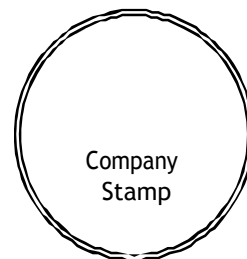
Signature of Authorized person :-

Name :-

Designation :-

Place :-

Date :-





**e-TENDER NOTICE NO: CE/HYD/ 03/2019-2020,Work No. : 11**

**ANNEXURE-II**

**Experience, Registration & Solvency**

1	No. of years of experience: a) as a Prime Contractor i) in own country ii) other countries (specify country)	   
2	For how many years has your organization been in business of similar works under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?	   
3	Have you ever left any work awarded to you incomplete? (If so, give name of work and reasons for not completing the work).	   
4	Give details of your similar type of experience in implementing turnkey projects of electrical, mechanical work etc.	
5	Give details of similar type of ongoing works	
6	Name of Bankers with full address	
7	Amount of Solvency Certificates issued by Bankers (Attach attested copy of latest Solvency Certificate).	  

**SEAL & SIGNATURE OF THE TENDERER:**



---

**e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No.:11**

**ANNEXURE-III**

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

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

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

**SEAL & SIGNATURE OF THE TENDERER:**



---

**e-TENDER NOTICE NO: CE/HYD/ 03/2019-2020, Work No.11**

**ANNEXURE-IV**

**AFFIDAVIT**

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

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, corporation is entitled to take any civil & criminal punitive action against me / us.
2. The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last five years, prior to the date of this bid
3. 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 this statement or our competence and general reputation etc.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Surat Municipal Corporation.
5. The SMC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of surat municipal corporation to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

\_\_\_\_\_  
Signed by an Authorized Officer of the Firm

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date



---

**e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No. :11**

**ANNEXURE-V**

STATEMENT SHOWING ANNUAL AVERAGE TURN OVER OF LAST THREE YEARS

No	Year	Annual Turnover (Rs.)	Proof	Remarks
1				
2				
3				

☆ Bidder is requested to refer to qualification criteria attached.



---

**e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No. :11**

**ANNEXURE-VI**

**STATEMENT SHOWING THE SIMILAR WORKS COMPLETED IN THE LAST SEVEN YEARS & THE  
SIMILAR WORKS ON HAND**

No	Name of Department/ Client	Type of work & cap.	Estimated cost of work (In Rs.)	Tender amount (in Rs.)	Date of award of contract	Schedule Date of completion	Actual Date of completion	Actual amount of work completed (Rs.)	Percentage & Amount of Penalty (in % and Rs.)	Reasons for delay in completion of work	Remarks
1											
2											
3											

☆ Bidder is requested to refer to qualification criteria attached.

☆ 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 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.



**e-TENDER NOTICE NO:CE/HYD/03/2019-2020, Work No. :11**

**ANNEXURE: VII**

**GUARANTEED TECHNICAL PARTICULARS**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Guaranteed Value</b>
(1)	LED Rated Operating Current (mA)	
(2)	Initial Output of System (including all losses) Lumen	
(3)	Correlated Colour Temperature	Min (° K) Max (° K)
(4)	Colour Rendering Index (min.)	
(5)	Total Power input of Luminaire (Including Driver Loss)	

**SEAL & SIGNATURE OF TENDERER: -**





---

**e-TENDER NOTICE NO:CE/HYD/03/2019-2020, Work No. :11**

**ANNEXURE: VIII**

**General Data/ Details of Luminaire**

<b>Sr.</b>	<b>Description</b>	<b>Data/ Detail</b>
1.	Luminaire manufacturer	
2.	Luminaire model identification no/ name	
3.	Rated Input of LED Streetlight luminaries	
4.	Initial lumen output (Rated)	
5.	Lumen output (as per LM79 report, mentioning current in mA)	
6.	Lumen depreciation ( mentioning temperature in °C and current in mA)	
7.	Correlated colour temperature (CCT)	
8.	Colour rendering index (CRI)	
9.	Material of Construction: - Luminaire Heat Sink Diffuser/ Lens	
10.	Dimension	
11.	Weight	

**SEAL & SIGNATURE OF TENDERER: -**



---

**e-TENDER NOTICE NO:CE/HYD/03 /2019-2020, Work No. :11**

**ANNEXURE: IX**

<b>Sr. No.</b>	<b>Description</b>	<b>Data/ Detail</b>
1.	Voltage range or rating on single phase AC	
2.	Ampere range or rating	
3.	Frequency range	
4.	Power factor	
5.	Total harmonic distortion	
6.	Working humidity	
7.	Working temperature	
8.	Conformity with IP-65 Fixtures rating	
9.	Electrical connector	
10.	Surge Voltage Level	

**SEAL & SIGNATURE OF TENDERER: -**



---

**e-TENDER NOTICE NO:CE/HYD/03/2019-2020, Work No. :11**

**ANNEXURE: X**

<b>Sr.</b>	<b>Description</b>	<b>Data/ Detail</b>
1.	Name of the LED chip manufacturer	
2.	LED chip model name and number	
3.	LM 80 report from the LED chip manufacturer on the lumen depreciation characteristics of the specific LED chip employed in the proposed luminaire product	
4.	Junction temperature (°C) of LED	
5.	LED Life	
6.	Information on drivers employed in the proposed luminaire.	
	i. Name of the manufacturer	
	ii. Model name and number	
	iii. Driver Current (mA) (Suitable for designed life of LED)	
	iv. LED driver shall Cut off at	
	v. Expected lifetime of the LED driver used in the proposed luminary (MTBF $\geq$ 20,000 Hours)	

**SEAL & SIGNATURE OF TENDERER : -**



## 10. Instruction to Tenderer

1.

Affix Latest Passport  
Size Photograph

-----

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.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Submission of Registered agreement is compulsory in case of partnership agency.

1. Submission of income tax clearance certificate of last three year is compulsory for tenderer submitting agency.
2. Submission of GST certificate, with proof of residence is compulsory for tenderer.
3. In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
4. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receive payment in account section of SMC.
5. The specimen signature of contractor will be cross checked by Account Department of SMC, in Caesar of representative of Contractor along with letter of authority of a person who signed an agreement, receives payment.

Signature & Seal of Contractor



## 11. Checklist and Details of Attached Documents

### e-TENDER NOTICE NO: CE/HYD/03/2019-2020, Work No.:11

IT IS TO BE NOTED THAT TENDERER HAS TO FILL FOLLOWING DETAILS CONSIDERING THE TENDER REJECTION CLAUSE NO. IT-11 (I.E. ON-LINE SUBMISSION OF TENDER ALONG WITH SCANNED COPIES OF NECESSARY ORIGINAL DOCUMENTS, CERTIFICATES ETC.)

Sr. No.	Name of Certificate	Registration/ License No.	Certificate Attached Yes/No.
1	Earnest Money Deposit & TENDER FEE		Yes/No.
2	IT returns for last 03 financial year		Yes/No.
3	Solvency certificate from bankers of Nationalized bank for the 20% of Tender Amount.		Yes/No.
4	Latest passport size photograph along with specimen Signature(s) on relevant page of tender document		Yes/No.
5	Attested copy of Registered Partnership Deed, if, tender is being submitted by a partnership firm		Yes/No.
6	Power of Attorney given to the person who has signed the tender in case of partnership deed		Yes/No.
7	GST registration		Yes/No.
8	Work completion certificates		Yes/No.
9	last 03 year turn over certificate		Yes/No.
10	All the Addenda issued by SMC		Yes/No.
11	Affidavit on Rs. 100/- stamp paper as per format given in this tender		Yes/No.
12	Income tax PAN Card		Yes/No.
13	Details of Work on Hand		Yes/No.
14	Test certificate (LM79 &80)		Yes/No.
15	Annexure 1to 10		Yes/No.
16	Test define for acceptance test other then Lm 79 &8 0		Yes/No.

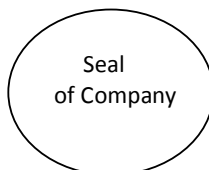
**Note: - 1. Soft copy of certificates attached with tender must be LATEST.**

**2. Not Applicable then write down N.A.**

Signature of Authorized person:-

Name:- \_\_\_\_\_

Designation:- \_\_\_\_\_ Place:- \_\_\_\_\_ Date:- \_\_\_\_\_





## 12. Memorandum

**Note:** -Last date of On-line submission of Tender Along With documents will be received up to **18:00 Hrs on 09/08/2019** & Last date of submission of (EMD & Tender fee) DD in original through RPAD/ Speed Post to Account Department (Main Office) upto 17:00 hrs **on or before 21/08/2019.**

1. General Description :- Supply of LED Streetlight luminaires fitting At Various Water Works and Water Distribution Stations of Surat Municipal Corporation.
2. Estimate Amount :- **Rs. 11,54,750.00**
3. Earnest Money Deposit :- **Rs. 11,600.00**
4. (A) Security Deposit :- 2 % of Tender Amount in form of Pay order /D.D
- (B) To be deducted from running bills :- NIL
- (C) Total Deposit :- 2 % of Tender Amount
5. Time allowed for the completion of work :- **02 Months**
6. Penalty for delayed work under IT- 23 :- 0.2 % of unexecuted work value per day of delay subject to maximum of 10 % of the total order value.
7. The progress of work should the confirm to 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. Percentage to be retained from R.A. Bill :- 2 % of Total Work done.

**Executive Engineer (HWW)  
Surat Municipal Corporation**

**Signature & Seal of the Bidder**