Tender

For

Design,Supply,Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under Smart City Mission

TENDER NOTICE (ON LINE) NO VOLUME - I

TECHNICAL BID

Downloading of tender Documents	24/01/2017 to 10/02/2017 upto 17:00 Hrs.
Pre-Bid Meeting & Time	Bidder shall have to post their queries on E-mail address exen.drainage@suratmunicipal.org on or before 31/01/2017 up to 17.00 hrs.
Online Submission (Last Date)	On or before date 10/02/2017 upto 17:00 hrs
Submission of Tender fee& EMD Original Demand Draft against Tender Fee and EMD and Original Affidavit's as mentioned in Tender Document. (Physical Submission only) (Physical Submission only)	Upto 17/02/2017 till 17.00 hrs at the Office of "Chief Accountant, Surat Municipal Corporation, Muglisara. Surat – 395003 by R.P.A.D. / Speed post only"

CLIENT

D. General Manager / Executive Engineer (Drainage)
Surat Smart City Development Limited (SSCDL)/Surat Municipal Corporation,
MUGLISARA,SURAT – 395 003.
Phone : 91-261-2423751-56 , Fax : 91-261-2451935

NAME OF WORK :

Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under Smart City Mission..

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VOLUME - I

Part -1

SURAT SMART CITY DEVELOPMENT LIMITED/SURAT MUNICIPAL CORPORATION

Section I - Notice Inviting Tender

Tender Notice No.		
Organization Name	Surat Smart City Development Limited (SSCDL) and Surat Municipal corporation.	
Department Name	East Zone/South East Zone – SSCDL & Surat Municipal Corporation	
Name of Work	Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission	
Tender Type	Procurement and Construction Basis	
Bidder Nationality	NCB	
Product	Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission	
Type of Contract	Single Work	
Bidding Currency	Single- Indian National Rupees	
Joint Venture	Allowed	
Schedule of E-Tender	Downloading of Tender Documents	24/01/2017 to 10/02/2017 upto 17:00 Hrs.
	Pre-Bid Meeting Date & Time	Bidder shall have to post their queries on E-mail address exen.drainage@suratmunicipal.org on or before 31/01/2017 up to 17.00 hrs.
	Last date of online submission of Tender documents (Technical Bid with duly filled & duly signed forms and Price Bid)	On or before date 10/02/2017 upto 17:00 hrs
	Submission of Tender fee, EMD & Addenda-Corrigendum if any in Hard copy.Original Demand Draft against Tender Fee and EMD and Original Affidavit's as mentioned in Tender Document. (Physical Submission only)	Upto 17/02/2017 till 17.00 hrs at the Office of "Chief Accountant, Surat Municipal Corporation, Muglisara. Surat – 395003 by R.P.A.D. / Speed post only"
	Opening of Bid (Online) & PQ documents submitted	If possible on 24/02/2017 at 16:00 hrs.

	electronically	
	Opening of Price Bid (Online)	Will be intimated later on.
	Bid validity period	120 days from the opening of the price bid
	Project Duration	06 months including monsoon
Payment Details	Document Fee	Rs.12,000/- In form of Account Payee Demand Draft payable in favor of Surat Municipal Corporation payable at Surat with bid submission.
	EMD (BID SECURITY)	Rs 1,043,280 (Rupees Ten Lacs Forty Three Thousand Two Hundred and Eighty only) by the way of Pay order / Demand Draft issued in favour of SURAT MUNICIPAL CORPORATION, Surat through Nationalized Bank only payable at Surat Or The tenderer shall pay Fifty (50%) percent amount of EMD i.e Rs. 521,640(Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) in the form of Bank Guarantee from the Nationalized Bank only. The balance of the EMD i.e Remaining (50%) Fifty Percent i.e Rs. 521,640 (Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) is to be deposited by way of pay order / Demand Draft issued in favour of SURAT MUNICIPAL CORPORATION, Surat through Nationalized Bank only payable at Surat.EMD in no other form shall be accepted.
	Estimated Value	Rs. **104,328,000 /-** **(Rupees Ten Crore Fourty three Lakh and twenty eight Thousand Only)**
General Terms & Conditions	Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act 2000.Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received for purpose of opening the bid	

Accordingly, offer of those shall be opened whose EMD and tender fee is received electronically. However, for the purpose of realization of DD the Bidder shall send the DD as original through RPAD/ Speed Post so as to reach to " Chief Accountant" Surat Municipal Corporation, Muglisara, Surat -395003 before 17/02/2017 up to 17.00 hrs. Penaltative action for not submitting DD in original to Account Department (Main Office) by Bidder shall be initiated and action shall be taken for a abeyance of registration and cancelation of E-tendering code for one year. Any document in support shall be in electronic format only through online(by scanning) and hard copy will not be accepted separately.

This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD (BID SECURITY) and tender fees. The Bidder should submit all the forms electronically only.

1. The technical & financial details required for evaluation dully digitally signed (As per section II & III of volume-1, part-1 of the tender).
2. Power of attorney.
3. Company's profile and certificate of registration of company under the law.
4. All documents must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
5. All the documents must be notarized with clearly displaying stamp, number and name of the notary.
6. Price Bid shall have to be quoted strictly online only. No hard copy of price bid shall be accepted.
7. All document claiming the bid shall be submitted online only, submission made in physical format later shall not be considered as part of bid.
8. Addenda/corrigenda to these tender documents, if issued must be signed and submitted online only.

DOWNLOAD OF TENDER DOCUMENT :

The tender document for these work are available only in Electronic format which can be downloaded free of cost by the bidder.

SUBMISSION OF TENDER :

Bidder shall submit their offer in electronic format on below mentioned website on or before the scheduled date and time as mentioned, after Digitally Signing the same. No Price bid in physical form will be accepted and any such offer if received by SURAT SMART CITY DEVELOPMENT LIMITED/SURAT MUNICIPAL CORPORATION will be outrightly rejected. Bidders need not to submit Technical Bid in Hard Copy in physical form at this stage .Bidder shall have to submit separate account payee DD for Tender Fee & EMD drawn in favor of **"**SURAT MUNICIPAL CORPORATION.

Single the envelopes shall be placed in another envelope with due mention of Tender notice No., Name of work,date and time of opening of tenders

and to be submitted in the office of the **To,The Chief Accountant**, Surat Municipal Corporation, Muglisara. Surat – 395003 ,during the period mentioned above.Tender documents submitted by intending bidders shall be considered for evalution only of those bidders,whose Earnest money deposit, tender fee and other documents(Addenda,

	Corrigendum if any) placed in the envelope are found in order.
	OPENING OF TENDER:- The Tender Bids will be opened on the specified date & venue. Bidders who wish to remain present at the Office, Surat Smart City Development Limited/SURAT MUNICIPAL CORPORATION, Muglisara. Surat -395003, at the time of tender opening can do so. Only one representative of each firmwill be allowed to remain present.
Information for online participation	1. Internet site address for e-Tendering activities will be https://smc.nprocure.com 2. Interested bidders can view detailed tender notice and download tender document from the above mentioned website. 3. Bidders who wish to participate in online tender have to register with the website through the ''New User Registration'' link provided on the home page. Bidder will create login id & password on the own in registration process. 4. Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 usingthat they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same.Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact : M/s (n)code solution 301, G.N.F.C. Info Tower, Near Grant Bhagwati Hotel, Ahmedabad 380 015 INDIA Tel: +91 79 26857316 Tel: +91 79 26857317 Tel: +91 79 26857318 e-Mail:URL: https://smc.nprocure.com 5. Bidders who wish to participate in e-Tender need to fill data in pre defined forms of tender fee, EMD, Volume-1 of tender i.e. PQ(Technical) Or experience details and Price bid.(In electronic form only). 6. Bidder should upload scan copies of reference documents in support of their eligibility of the bid. 7. After filling data in pre defined forms bidders need to click on final submission link to submit their encrypted bid. Bidder can also submit Document Fees, EMD, Volume-1,2,3 of tender document& Reference Documents in hard copy only if such instructions is given by tendering authority in writing.

D. General Manager / Executive Engineer (Drainage)
SURAT SMART CITY DEVELOPMENT LIMITED/SURAT MUNICIPAL CORPORATION

SECTION II - BIDDING DATA

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

Tender Notice No.	
Work No.	01
Bids to be submitted to	"Chief Accountant, Surat Surat Municipal Corporation, Muglisara, Surat – 395003 by Speed Post/RPAD only."
Name of Employer and Address	General Manager / Additional City Engineer(CIVIL)Surat Smart City Development Limited/ Surat Municipal Corporation Muglisara, Surat-395 003 Phone : 91-261-2423751 – 56, Fax : 91-261-2451935
Name of Work	Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission
Period of Completion	06 months including Monsoon.(including one month trial run)
Estimated Cost of Project	Rs **104,328,000.00** **(Rupees Ten Crore FourtyThree Lakh Twenty EightThousand Only)**
Earnest Money(Bid Security)	Rs 1,043,280 (Rupees Ten Lacs Forty Three Thousand Two Hundred and Eighty only) by the way of Pay order / Demand Draft issued in favour of Surat Smart City Development Limited, Surat through Nationalized Bank only payable at Surat Or The tenderer shall pay Fifty (50%) percent amount of EMD i.e Rs. 521,640(Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) in the form of Bank Guarantee from the Nationalized Bank only. The balance of the EMD i.e Remaining (50%) Fifty Percent i.e Rs. 521,640 (Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) is to be deposited by way of pay order / Demand Draft issued in favour of Surat Municipal Corporation, Surat through Nationalized Bank only payable at Surat.EMD in no other form shall be accepted.
Tender Fees	Rs. 12,000/- In form of Account Payee Demand Draft payable in favor of / Surat Municipal Corporation payable at Surat with bid submission.

Performance Security	10% of Contract Value. Out of total Performance Security (10% of contract value), initial Performance Security at 5% of the contract value shall be deposited by the bidder in the form of FDR/BG of listed nationalized Bank within 15 days on acceptance of tender and remaining Performance Security shall be deducted from the each R.A. Bill at rate of 5%) The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Rs. 100/- if S.D. is paid in the form of Bank guarantee/D.D/Pay order or on stamp paper of Rs. 4.25% of S.D. Amount if it is paid in the form of F.D. as per the format of SSCDL / SMC The Surety & Undertaking shall be executed on stamp paper worth Rs. 100/- each. (i) Initiall performance security deposit i.e. Bank guarantee will be released as below ➢ After completion of project **(within 60 days from the date** of the final bill payment - 5 % (ii) Remaining performance security deposit will be released as below during defect liability period ➢ After 3 years of completion - 2.5 % ➢ After 5 years of completion - 2.5 % provided that any defect if found shall have to be rectified /complied as per the direction given by E.I.C ,within the said periods.
Retention Money	7% from each Running bill.
Defect Liability Period	05 (Five) years after issue of Completion Certificate
Operation Maintenance Period	05 (Five) years after issue of Completion certificate
Brief Scope of work	It covers the design, engineering, and manufacture, supply of AAQMS, MMS & Water Quality Monitoring equipment with its installation hardware, packing for shipment and delivery at site, construction of shelter for housing of AAQMS analyzers / equipment, and testing and commissioning of the same. It also covers unloading the material received at site, storing at VEDNOR's area, unpacking and delivery from VEDNOR's area and transportation to erection Site.All the civil related works required for the installation nd commissioning for the same is under the contractor's scope.
Priority of Works and General Resonsibilities of Contractor	**1) The AAQMS, WMS and water Quality monitoring for the ABD shall be given first priority,the contractor shall complete the setting of AAQMS and WMS station in all respect and complete and commission all the works in ABD area within three months from Commencement date.** 2) In case of Damage to Service connections like drainage, Water supply, Gas , Telephone, Electric cables for the properties along the roads , the same shall be repaired / reinstalled by the Contractor at his own cost. **(3) The Employer Surat Smart City Development Limited (SSCDL) / Surat Municipal Corporation (SMC) reserves right to remove / decrease the Scope of Tendered Works. It is in Contractor's obligation to execute the work as instructed by Surat Smart City Development Limited (SSCDL) / Surat Municipal Corporation (SMC) and will not be compensated for such removal / decrease in scope of Tendered works**

	(4) Quantities mentioned in Bill of Quantity are approximate and the Contractor shall not be compensated for any increase or decrease in such Quantities and shall be paid as per actual executed and certified by Engineer-In-Charge.
Qualifying Criteria and evaluation procedure	**A. Technical** A. 1) The Bidder of CAAQMS, Weather Monitoring and Water Quality Monitoring should have Completed similar solution as a Main Contractor in at least 3 locations within India for any Govt. / Semi Govt. / private company. B. 2) The bidder should have Completed CAAQMS, Weather Monitoring and Water Quality Monitoring as a main contractor in last three years and the same should be in successful operation as on date. C. 3) The Bidder Should Have Carried out Operation and Maintenance of CAAQMS, Weather Monitoring and Water Quality Monitoring which includes Instrumentation (Fault detection of various instruments), teleprocessing and Supervisory Software which includes Online Calibration of Analyzers instruments and Remote monitoring setup by GPRS/GSM technology and analysis of field data.for minimum of 2 years after installation. **B. Turn Over** The average annual financial turnover during the last 3 years ending 2015-16 should not be less than 30% of the estimated amount put to tender
	AND 1) The Bidder Should be a company registered in india Under the Companies act, 1956 Since last 5 years for the period ending 31/03/2016 2) The prime bidder must have valid ISO 9001 certificate 3) Bidder should not have been blacklisted/ banned/ disqualified/ declared ineligible/ declared having delivered dissatisfactory performance by any of Government's Departments/ Oranisations/ Quasi government organization/ Board/ Corporations for carrying out any AAQMS, WMS and Water qualitymonitoring and or its O&M 4) Bidder should have sale tax registration C)In view of the latest circular of IT Department IT clearance certificate is not required. However the Bidder shall submit copy of the PAN card.
	It is further to clarify that if any of work(s) is/are on hand with the applicant, but if the amount of the work done at the site is more than 90% of the total Project / Tender cost as on **Last date of Submission of Tender document** then those work(s) will also be taken into consideration while evaluation. Following enhancement factors will be used for the cost of works executed and the financial figures to a common base for the value ofthe works completed in

India.

Sr.No	Year	Enhancing factor
1	2016-17	1.00
2	2015-16	1.10
3	2014-15	1.21

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

Average Annual financial turnover during the last 3 years:

1. The average annual financial turnover during the last 3 years ending 2015-16 should not be less than 30% of the estimated amount put to tender.
2. Attested copies of balance sheet with adequate document/proof shall be attached
3. The details shall be furnished in prescribed Statement - D:

Solvency Certificate of Nationalized Bank.

1. Solvency Certificate of Nationalized Bank for Rs. Rs 2.0 Crore (Not older than six months)
2. Attested copies of same certificates shall have to be attached.

Joint Venture	Not allowed
Water Charges	Surat Smart City Development Limited or Surat municipal Corporation shall not provide any water for the construction and during Maintenance Period or any other purpose for the said works. The contractor shall have to make his own arrangements for supply of water,. However in any case, the quality of water shall meet with the standard requirements.

Project Milestones

Mile Stone No.	Duration from the date of issue of Notice to Proceed with the work as a percentage of time limit (06 months)	Financial Target (% of contract value)
1	25%	10%
2	40%	50%
3	70%	75%
4	100%	100%

Liquidated Damages

In event of these Milestones not having being achieved, an amount computed at 0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained.
Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate Milestones 1,2,3.
The Liquidated damages shall be released without interest or charges if
contractor achieves Milestone 4 before completion of approved time limit including extension of time limit, if approved.

Country	INDIA
Currency	India Rupees (INR)
Design Criteria	The Drawingattached with tender are for reference only that gives the location of setting the various stations. However the design shall be carried out As per Employers Requirement as mentioned in Tender Document
Design Codes Applicable	Latest IS codes published by Bureau of Indian Standards (BIS) and all other relavent codes shall be applicable
Insurance	The contractor shall take " contractors all risk insurance policy" for the estimated cost of the Project viz.Rs. 10. 00 Crore " Workmen compensation policy" for all workers and labours of contractor and client working at site and "Third Party Insurance Policy" to fully cover all third party type risk. All the insurance policies shall remain in force ,upto the completion of Six (6) months from the date of possession/from the date of the inaugural function. For the rest of the defect liability period (5 years) the Insurance shall be covered for the individuals ,who are employed for the rectification of works (if any). The insurance policy so taken by the contractor for such purposes shall be in the joint name of the contractor and the client and the policy shall be deposited with the client.
Bid validity period	120 days from the opening of the price bid

SECTION III - QUALIFICATION INFORMATION

1. Copies of original documents defining the **constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the Bid to commit the bidder**
2. Technical qualifications and experience of the proprietor or partners and leading technical employees in the firm (Statement-C)
   (a) Name:
   (b) Qualification:
   (c) Status:
   (d) Experience in years:
   (e) From which date appointed in this firm, in case of employee:
   (f) Date of joining the firm:
3. Whether the applicant maintains an office capable of preparing bills (Give Address):
4. Details of workshop, machines tools and plant held by the Applicant, as prescribed in Statement "J" precise number/quantum of equipment has to be mentioned.

4A . Similar works completed in last 3 years .
Statement – "A"

4 B O&M experience of last 2 years (Physical Criteria)
Statement "A-1""

4c. Statement showing the similar works on hand / in progress
Details shall be furnished in prescribed Statement –"B"
N.B. Attested copies of work order from the client shall be attached for each of the work mentioned

5. Whether enlisted in any other dept./ organization if so, which class showing amount qualified to tender:
6. Total Turnover of the firm per year with adequate documents for last 3 years
   (The details shall be furnished in prescribed Statement –D)

(i) Rs. _____
(ii) Rs. _____
(iii) Rs. _____

7. Balance sheets with profit and loss statement for the last five financial years duly certified by Chartered Accountant along with auditor's report.
   (Attested copies shall be attached) 8. Has the applicant or his partners or share holders

department of any other body:

9. Details of work if any abandoned by the Contractor
10. Name of the Bank of which solvency certificate attached for a sum of **Rs. 2.00 Crores**
11. Date of submission of application:
12. Details about Tender Fee of Rs.12,000/- as application fee (Non-refundable) :
13. Amount in arrears if to be paid to Government as per the demand from any Government Department or Corporation:
14. Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute
15. **DECLARATION**
    1. I / We hereby certify that I / We am/are not partner(s) in the firm(s) blacklisted or connected with firm blacklisted in any State, C.P.W.D., M.E.S., or Railways or anyCorporation:
    2. At present I/We am/are partner(s) in the following firms which is/are registered as approved contractor(s), firm(s) in any State, C.P.W.D., M.E.S., or Railways:
    3. We, the partners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities over and above the business of this firm and make good the above financial loss sustained by the Surat Municipal Corporation as a result of our abandoning the works entrusted to us i.e. this firm:

(Partnership firm, all partners are required to sign)
Signatory's Name

Place :
Date:

D. General Manager / Executive Engineer (Drainage)
Surat Smart City Development Limited/Surat Municipal corporation

STATEMENTS

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

i)	Statement showing the similar works completed in the last three years. i.e. for a period starting from 01/04/2013 and ending one month prior to Bid Submission Date	Statement A
ii)	Statement showing the details of O&M in Key Activities (Physical Criteria). i.e for a period starting from 01/04/2014 and ending one month prior to Bid Submission Date	Statement A-1
iii)	List of Main Technical Staff Employed by the firm on Date	Statement C
iv)	Details of Financial Information	Statement D
v)	Statement of Bankers Certificate from a Nationalized Bank	Statement E
vi)	Projects Under Execution Or Awarded/Loi Issued.	Statement F
vii)	Performance report of works referred in form C & D should be duly authenticated/certified by an officer not below the rank of EE or equivalent should be furnished separately for each work completed or in progress	Statement G
viii)	Details of structure and organization	Statement H
ix)	Details of technical & administrative personal to be employed for the work	Statement I
x)	Details of equipment etc. likely to be used in carrying outthis work.	Statement J
xi)	Litigation Details	Statement K
xii)	Site visit certificate	Statement L
xiii)	Intended brand by Contractor	Statement N

STATEMENT - A

Statement showing the similar works completed in the last three years.
i.e. for a period starting from 01/04/2013 and ending ending one month prior to Bid Submission Date

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

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

Signature of contractor

STATEMENT – A-1

Statement showing the details of O&M Experience in Key Activities (Physical Criteria)

i.e. for a period starting from 01/04/2014 and ending one month prior to Bid Submission Date

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

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

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

Signature of contractor

STATEMENT - C

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

Sr.No.	Name	Designation	Educational Qualification	Experience in the field	Duration of Service in the firm
		Instrumentation Engineer	B.tech/B.E	Min 7	
		Environment Engineer	B.tech/B.E	Min.5	
5					

Place : Signature of the Contractor

Date : with full address

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

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

STATEMENT - D

FINANCIAL INFORMATION

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

General Construction Experience Record

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

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

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

Signature of the Bidder
Name & Designation of the bidder
Name of company
Rubber stamp of company
Date

Sign.of Chartered Accountantwith seal.

STATEMENT - E

FORM OF BANKERS CERTIFICATE FROM A NATIONALIZED BANK

(solvency certificate from a schedule bank)

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

INR_____(INR_____)

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

(Signature) For the Bank

NOTE:

1. Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

2. In case of partnership firm, certificate should include names of all partners as recorded withthe Bank.

STATEMENT - F

PROJECTS UNDER EXECUTION OR AWARDED/LOI ISSUED.

TILL LAST DATE OF SUBMISSION OF TENDER

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

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

Signature of Applicant(s)

STATEMENT - G

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

1. Sr No.
2. Name of work/Project and Location**.**

3. Agreement No.
4. Client name:
5. Amount of Work:
6. Date of Starting of project:
7. Stipulated date of completion:
8. Actual date of completion:
9. Completion cost:
10. Justification for Delay, if any:
11. Amount of compensation
   a. Levied for delayed completion if any
   b. Amount of reduced rate items, if any
12. Litigation tendency:
13. Feedback from client:

(i) Quality of work	☐ Very good	☐ Good	☐ Fair	☐ Poor
(ii) Finance Soundness	☐ Very good	☐ Good	☐ Fair	☐ Poor
(iii) Technical Proficiency	☐ Very good	☐ Good	☐ Fair	☐ Poor
(iv) Resourcefulness	☐ Very good	☐ Good	☐ Fair	☐ Poor
(v) General behavior	☐ Very good	☐ Good	☐ Fair	☐ Poor

Third party feedback, if any:-

Signature of applicant **Signature & stamp of client**

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

STATEMENT – H

DETAILS OF STRUCTURE & ORGANISATION

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

Sign of the applicant

STATEMENT – I

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

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

Sign of the applicant

STATEMENT – J

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

Sr. No	Name of equipment		
1	**2**	**3**	
2	Goods cum Lift for minimum capacity of 300 Kg.		
3	Standard Testing Laboratory (As prescribed)		
4	Crane		
5	Generator		

Note : - Ownership proof shall have to attach

Place : Signature of the Contractor with full address

Date :

STATEMENT – K

LITIGATION DETAILS

Name of applicant / or parties ::

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

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

NOTE:-

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

Sign of the applicant

STATEMENT – L

Site Visit Certificate

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

Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion.

We have inspected and evaluated all the location as mentioned in Tender document with reference to its location,site condition, predominant wind direction,finding the hotspots, shifting of services,and all other works as mentioned in tender document . We have understood the Scope of Work and shall carry the work as per Tender terms and Conditions.We have submitted this offer after satisfying ourselves about the local conditions, local costs, etc.

Sign of the applicant

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

UNDERTAKING

Photographs			
Name			
Designation			
Specimen Signature			

Names, Photographs and Specimen Signature of Partners, Managing Director

1. I/We agree that the decision of the Surat Smart City Development limited/ Surat Municipal Corporation in prequalification/ selection of applicants/contractor, Phasing of work and in any other project related matter, will be final and binding to me/us.
2. All the information and date furnished here with are correct to my/our best of knowledge.
3. I/We agree that we have no objection if inquiries are made about our works, its related areas and any other inquiry regarding all details, projects and works listed by us in the pre-qualification document at any state.
4. I/We agree to submit signed and sealed original tender documents or qualification formats and other documents intimation from Surat Smart City Development limited/ Surat Municipal Corporation.

Signature with seal of the company

NAME OF WORK : Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission.

'DECLARATION OF THE CONTRACTOR'

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

Signature of Applicant

AFFIDAVIT *

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

_____

Signed by an Authorized Officer of the Firm

_____

Title of Officer

_____

Name of Firm

_____

Date

_____*

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

NAME OF WORK : Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission.

'DECLARATION OF THE CONTRACTOR'

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

Signature of Applicant

AFFIDAVIT *

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

_____

Signed by an Authorized Officer of the Firm

_____

Title of Officer

_____

Name of Firm

_____

Date

_____*

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

AFFIDAVIT

NAME OF WORK:- Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion under smart city mission.

1.0 I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2.0 The undersigned also hereby certifies that neither our firm M/s _____ _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, prior to the date of this bid.

3.0 The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation.

4.0 The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the SSCDL/SMC

5.0 The SSCDL/SMC and its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.

_____

Signed by the authorised signatory of the firm

_____

Title of the office

_____

Name of the firm

_____

Date

Note: The affidavit format as indicated above to be furnished on non judicial stamp

Paper of **Rs.100.** ***And duly notarized.***

ANNEXURE - B

1.0 E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & Tender fee are received for purpose of opening the bid. Accordingly ,offer / tenders of those tenderers whose E.M.D. & tender fee is received electronically , shall be opened. However , for the purpose of relization of EMD and Tender fee,bidder shall send the EMD as well as Tender fee in required format in original through RPAD / Speed post so as to reach to Account Department (Main Office) within 7 Days from the last date of submission of price bid. Punitive action shall be initiated for non submission of EMD & Tender fees in original to Account Department (Main office) by bidder including abeyance of registration and cancellation of E-tendering code for one year. All document in supporting of bid shall be in electronic format only through online (by scanning) during the bidding period & hard copy will not be accepted Separately.

2.0 All Document must be coloured scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.

3.0 All the document must be notarised with clearly displaying stamp stamp , number and name of the notary.

"Following Document shall only be submitted in Hard copy to Surat Smart City Development Limited/ SURAT MUNICIPAL CORPORATION by all Bidders."

1.0 Earnest Money Deposite as mentioned in the tender. (i.e. D.D. / Bank Guarantee)

2.0 Tender Fees as Mentioned in the tender.

3.0 Affidavit on Non Judicial Stamp Paper of Rs.100/-

SECTION IV – TENDER DRAWINGS

FOR REFERENCE ONLY

Sr.No.	Title of Drawing	Drawing No.
Sr No	**Drawing Title**	**Sheet No**
1	Proposed location of Continuous Ambient Air Quality monitoring stations	TCE.10196A-ST-5000-MP-50001
2	Proposed location of Weather Monitoring stations	TCE.10196A-ST-5000-MP-50002
3	Proposed location of Water Quality Monitoring	TCE.10196A-ST-5000-MP-50003

VOLUME - I
Part -2

Section V
Instructions to Bidders

1. Scope of Bid

1.1 The Employer, as defined in the Bidding Data, herein after **"the Employer,"** wishes to receive bids for the Planning ,Designing & Construction of Works as described in the contract herein after referred to as "the Works."

1.2 The successful bidder will be expected to complete the Planning ,Designing & Construction of Works within the period stated in the Bidding Data and contract from the date of commencement of theWorks.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/tender", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

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

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

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

C). The proposed methodology and program of Design & Construction, Environmental Management Plan (EMP), backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of work as per technical specifications and Employer's Requirements within stipulated period of completion.

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

(a) submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and

(b) To be qualified for award of the Contract, bidders shall as part of their bid, furnish the information to the Employer of their capability and adequacy of resources to carry out the contract effectively

4. One Bid per Bidder

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

5. Cost of Bidding

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

6. Site Visit

The bidder will be deemed to have visited and examined the Site of Worksand its surroundings and obtained for itself at its own risk and responsibilityand liability, all information that may be necessary for preparing the bid andentering into a contract for Design & Construction of the Works

7. Content of Bidding

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

Section No.	Particulars
	Volume –I – Part 1
1	Notice Inviting Tender
2	Bidding Data
3	Qualification Information
4	Drawings
	Volume –I – Part 2
5	Instruction to Bidders
6	General Instructions
7	Conditions of Contract (Draft Agreement)
	Article -1 Definitions and Interpretation
	Article-2 Scope of Project
	Article-3 Obligations of the contractor
	Article-4 Representations and warranties
	Article-5 Performance security and retention money
	Article-6 Right of way

	Article-7 Utilities and trees
	Article-8 Design and construction of the work
	Article-9 Quality assurance, monitoring and supervision
	Article-10 Completion certificate
	Article-11 Change of scope
	Article-12 Defects liability
	Article-13 SSCDL's / SMC's Engineer
	Article-14 Payments
	Article-15 Insurance
	Article-16 Force majeure
	Article-17 Suspension of contractor's rights
	Article-18 Termination
	Article-19 Liability and indemnity
	Article-20 Labour laws
	Article-21 Safety code
	Article-22 Miscellaneous
	Article-23 Dispute resolution mechanism
8	Forms of Security and Contract Forms
9	Approved List of Banks
10	Abbreviation
11	Memorandum
13	IS Codes
	Vol – II Price Bid
	Vol – III General Technical Specifications For Building Works
	Vol – IV Drawings

Note:

a) In addition to all the information as contained in the above documents requires supplementary information or clarification; itshall be duty of the Bidder to obtain this from the Employer before submission of the bid.

b) It shall be duty of the bidder to invite attention of the Employer to any omission, mistake or ambiguity that may be noticed before submission of the bid.

c) Any omission, mistake, ambiguity or anomaly shall if subsequently noticed, be resolved consistent with Trade practice.

d) Adenda, corrigendum is as a part of tender and it shall be submitted by the contractor.

8. Amendment of Documents

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

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

9. Language of Bid

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

10. Documents Comprising the Bid

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

11. Bid Prices

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

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

13. Bid Security

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

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

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

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

13.5 The bid security may be forfeited

a) If the bidder withdraws its bid before the period of its validity expires and the tenderer may be disqualified from tendering for further works under the SURAT MUNICIPAL CORPORATION and SURAT SMART CITY DEVELOPMENT LIMITED

b) In the case of a successful bidder, if he fails within the specifiedtimelimit to sign the Agreement completing all necessary formalities for the purpose including furnishing/ payment ofperformance security

14. Pre-Bid Meeting

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

15. Format and Signing of Bid

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

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

16. Sealing and Marking of Bids

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

16.2 Bank Guarantee and Demand Draft /Pay order for E.M.D & Demand Draft for Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that

E.M.D & tender fee are received for purpose of opening of bid. Accordingly offer of those shall be opened whose E.M.D & Tender fee is received electronically. However for the purpose of realization of Bank Guarantee and Demand Draft/Pay order for E.M.D and demand draft for tender fee bidder shall send them in original throughRPAD/Speed Post so as to reach to Chief Accountant, Surat Municipal Corporation, Surat,Muglisara, Surat. Within 7 days from the last date of online submission of the bid as per tender notice. Penaltative action for not submitting Bank Guarantee and Demand Draft/Pay order for E.M.D. and Demand Draft for Tender fee in original to Chief Accountant, Surat Municipal Corporation, Surat (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E-tendering code for oneyear. Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.

17. Deadline for Submission of Bids

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

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

18. Late Bids

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

19. Modification and Withdrawal of Bids

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

19.2 The bidder’s modification or withdrawal notice shall be prepared, sealed,

marked, and delivered with envelope additionally marked"modification" or "withdrawal," as appropriate.

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

20. Bid Opening

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

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

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

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

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

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

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

21. Process to be Confidential

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

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

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

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

24. Notification of Award

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

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

25. Signing of Agreement

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

26. PerformanceSecurity

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

27. Unbalanced offer

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

SECTION VI – GENERAL INSTRUCTIONS

The following general instructions are not exclusive and the same are issued for general guidance of the bidder and shall in no way constitute any promise or Covenant on part of SURAT SMART CITY DEVELOPMENT LIMITED & Surat Municipal Corporation but shall be binding obligations for all intents and purposes, the same are included in the Bid.

1.0 PLANNING ,DESIGNING AND EXECUTION OF THE WORKS

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations, materials testing, and all other things necessary for proper planning and design.

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

In addition, the Contractor shall supply to the Employer's Representative as-built drawings of the Works, showing all Works as executed.

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

.

2.0 ELECTRIC POWER SUPPLY

The Contractor shall make all the necessary arrangement for procurement of electric power required for the work. The Contractor shall submit his requirement of Electric Power Supply for carrying out permanent works, operating plants and equipments, labourers camp and field offices etc., as a part of his work plan. If necessary the employer will issue the necessary certificates,letters of recommendation etc., to the Contractor for obtaining the power supply. However,the employer shall accept no responsibility for any delays in obtaining the power connections.In addition, the Contractor shall maintain standby diesel

generators of adequate capacity.Non-availability of electric power will not be considered as a reason for delay in progress.

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

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

4.0 TELEPHONES / WIRELESS COMMUNICATION FACILITIES

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

5.0 LAND FOR TEMPORARY USE

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

6.0 CONTRACTOR'S MATERIALS, LABOUR ETC.

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

7.0 MATERIALS:

1. Steel, cement and other materials necessary for execution of this work shall not be supplied by Surat Municipal Corporation and same shall be procured by the contractor at his own cost. Procurement of and testing certificates for cement and reinforcement steel round bars or high yield strength steel deformed bars as required shall be arranged

by the contractor at his own cost from standard, reputed manufacturers only as per approved list.The contractor shall submit statement of sources for procurement of materials.The suitability of the same for the required quality, quantity, transport facilities etc. may be ascertained by the tenderer themselves before tendering and rates be quoted accordingly.The source of fine and coarse aggregates given in Table-1 is for general guidance only.

2. Procurement of all constructional materials as required shall be arranged bythe contractor at his own cost from standard, reputed manufacturers / suppliersas may be approved by the client. The royalty receipts,Challans etc., shall have to be submitted by the contractor from time to time to the SSCDCL.
3. The contractor will have to make his own arrangement for plants, equipments,machineries to be used in the execution of this work well in time after award of the contract.
4. The approved makes for various materials to be used in the project shall be as per the table given in tender.

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

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

No work shall be carried out between sunset and sunrise. Except with the special permission of Engineer-in-charge in writing perviously obtained and with holding such permissions shall be no ground of complaint on the part of contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

NIGHT WORK:

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after office hours without the prior permission of the Engineer-in-charge

except when the work is unavoidable or absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-incharge after making all requisite arrangements and management of areas, materials and equipments, required under any emergency etc.The contractor can carry on work after office hours if so required, subject to provideundertaking in writing, for expediting the progress on the works or for any other reasons of technical safety. Whenever anywork is required to be carried out at night in the interest of structural safety or anyother reason with authorized to supervise, adequate lighting and other arrangement shall be made inadvance by the contractor for proper execution and supervision of such work. The contractor shall not be however entitled to any extra payments for night work. The responsibilities of all kind shall be of contractor.

PRECAUTIONS TO AVOID ANY NUISANCE TO THE NEIGHBORHOOD/SURROUNDING

All the necessary precautions to be taken during the development of the project (either during day or night) ,to avoid any nuisance or any harm causing to the neighborhood/surroundingareas of proposed construction site.
No complaint should be arise by the neighbourhood/society dwellers ,during the development work by contractor or any of the persons directly or indirectly related to the site work.
In case of any such conditions the contractor shall be fully responsible for the settlement.

9.0 ENABLING WORKS

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

10.0 TEMPORARY DIVERSIONS, MAINTANENCE OF SAME AND TRAFFIC MANAGEMENT

This will be responsibility of the contractor.

11.0 OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS AGENCIES ETC.

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

12.0 ENVIRONMENTAL SAFEGUARDS

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

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

12.2 Borrow pits and other scars created during the road construction shall be properly leveled and treated.

12.3 Adequate provision for infrastructures facilities, i.e. water supply, fuel, sanitation, etc.shall be ensured for labourers during construction period in order to avoid damage to the environment.

12.4 No excavation from or dumping of waste materials into any water body / wetlands shall be done.

12.5 Borrow sites for earth, quarry sites for road construction and dump site shall be identified keeping in view:

a) No excavation or dumping on private property is carried out without written consent of the owner.
b) No excavation or dumping shall be allowed or wetlands, forests areas or otherecologically valuable or sensitive locations.
c) The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the area:
d) Construction spoil/soil including bituminous material and other hazardous

material must not be allowed to contaminate water course and the dump sitesfor such materials must be identified well in advances before construction and lined properly so that they do not leach into the ground water.

e) Any approvals required for the same shall be arranged by the contractor.

13.0 SITE OFFICE

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

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

14.0 SHIFTING OF UTILITIES

(a) Contractor is required to liaision with concerned department for identifying exact location of the utility services. Any damages by the contractor while carrying outwork to the utilities shall be repaired at his own cost.

(b) Deposits / Supervision charges levied by Govt. dept. & paid by the contractor for the purpose of shifting of utilities shall be reimbursable after due assessment, verification and scrutiny except for street light poles, set of signal poles, road signs/sign boards & consumer connection for water connections(Domestic/commercial).

15.0 REMOVAL / DIVERSION OF UTILITY SERVICE

If the over ground / under ground utility services like electric poles, telephone poles, water supply pipe lines, sewer lines, oil pipe lines, cables, gasducts etc. owned by various authorities including Public Undertakings and local authorities shall be diverted by the Contractor is included in the cost quoted by the contractor and will not be paid extra. In case in the opinion of the Engineer it is not possible to divert the utilities, the Contractor shall make necessary modifications in the structure at no extra cost to the client.

16.0 UTILITY SERVICES

The Bidder shall coordinate with Utility Providers for proper Shifting/ Relocating of the Utilities. The work shall be carried as per approval of Utility Provider. All the Charges required for Shifting / relocating of Utilities shall be included in the Quoted Rate and the Contractor shall not be paid extra for the same

17.0 TAXES

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

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

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

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

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

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

17.1 IMPACT OF GST LAW

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

18.0 LABOUR EMPLOYMENT

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

The contractor shall strictly observe all the requirements laid down in the contract labour (Regulation and Abolition) Act, 1979 and the contract labor

(Regulation and Abolition) (Gujarat) Rules, 1972 and other acts as amended from time to time so far as applicable.

19.0 TREASURE TROVE

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

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

20.0 ADDITIONAL CONDITIONS

(a) Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

(b) Contractor need to ensure proper and adequate traffic safety signboards, barricades,lighting at night shall be displayed during day and night to ensure that no accidents take place.

(c) Contractor shall submit Quality Assurance plan based on ISO 9000 series document to form the basis evolving the quality system, applicable for all quality related activities.

(d) No excavated material shall allowed to be stacked on roadside/ footpaths/public premises without written permission from competent authority.

(e) Whenever new drains are constructed, the flow in the old drain will have to be suitably diverted to maintain the continuity of flow.

21.0 GENERAL INFORMATION

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

On acceptance of the tender, the name of the accredited representative of the contractor who will be responsible for taking instructions from the General Manager (IT) shall be communicated to the General Manager (IT) in writing.

Surat Smart City Development Limited/ Surat Municipal Corporation reserves the right to engage suitable Project Management Consultant &/or third Party Inspection agency to Engineering Review, monitor & supervise the said work. PMC-TPI will performs its duties caring out jobs as per scope of works /TOR of RFP proposed by Surat Smart City Development Limited/ Surat Municipal Corporation. The selected contractor has to submit DBR (design basis report), drawings etc. to Surat Smart City Development Limited / Surat Municipal Corporation - PMC and to take approval well in advance before start of the work. The selected contractor has to submit all the details ,drawings and materials ,which is essential to carry out the assignment/project for the better performance to the Surat Smart City Development Limited/ Surat Municipal Corporation ,along with the set of copies to PMC –TPI also.

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

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

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

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

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

SECTION VII –
CONDITIONS OF CONTRACT

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

1.1 Interpretation

1.1.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment orre-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into here under;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from timeto time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust,government, state or agency of a state or any association or partnership (whetheror not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to"whether or not they are followed by such phrases;

(f) references to "Scope of Work" include, unless the context otherwise requires,survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation,processing, fabrication, safety measures, testing, and commissioning of theProject, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and "construct"or "build" shall be construed accordingly;

(g) references to "development" include, unless the context otherwise requires,construction, renovation, refurbishing, augmentation, up-gradation and otheractivities incidental there to during the Construction Period, and "develop" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian standard time;

(i) any reference to day shall mean a reference to a calendar day;

(j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(k) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;

(l) any reference to any period commencing "from" a specified day or date and "till"or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a businessday, then the period shall run until the end of the next business day;

(m) the words importing singular shall include plural and vice versa;

(n) references to any gender shall include the other and the neutral gender;

(o) "lakh" means a hundred thousand (100,000) and "crore" means ten million(10,000,000);

(p) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(q) references to the "winding-up", "dissolution", "insolvency", or "reorganisation"of a company or corporation shall be construed so as to include any equivalent oranalogous proceedings under the law of the jurisdiction in which such company orcorporation is incorporated or any jurisdiction in which such company orcorporation carries on business including the seeking of liquidation, winding-up,reorganisation, dissolution, arrangement, protection or relief of debtors;

(r) save and except as otherwise provided in this Agreement, any reference, at anytime, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence orother document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Clause shall not operate so as to increase liabilities or obligations of the SSCDL / SMC here under or pursuant here to in any manner whatsoever;

(s) any agreement, consent, approval, authorisation, notice, communication,information or report required under or pursuant to this Agreement from or by any Party or the SSCDL'S / SMC's Engineer shall be valid and effective only if it is in writingunder the hand of a duly authorised representative of such Party or the SSCDL' s / SMC's Engineer, as the case may be, in this behalf and not otherwise;

(t) all the documents forming part of the contract shall be treated as integral wholeand each one shall be in addition to being supplementary shall also be treated as complimentary to all other parts to the extent that the overall meaning andinterpretation thereof shall be in conformity with the intention and purpose of this agreement.

(u) time shall be of the essence in the performance of the Parties' respectiveobligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence,inviting all the liabilities attached to the requirement to the performance in terms of Liquidated Damages.

1.1.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Contractor to the SSCDL / SMC shall be provided free of cost in Five copies.

1.2 Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribbed there to herein, and the words and

expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-knowntechnical or trade meanings are used in the Contract Documents in accordance withsuch recognized meanings), provided, however, that the terms defined in attached Documents, including but not limited to the Agreement, shall have the meanings specified in such document.

1.2.1 Definitions (for incorporated words)

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

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

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

"Agreement" means this Agreement, its Recitals, the Schedules here to and any amendments there to made in accordance with the provisions contained in this Agreement;

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

"Applicable Permits" means all clearances, licences, permits, authorisations, noobjection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Work during the subsistence of this Agreement;

"Bank" means a bank incorporated in India and having a minimum net worth of Rs.1,000 crore (Rupees one thousand crore) or any other bank acceptable to the Surat Smart City Development Limited/ Surat Municipal Corporation;

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

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

"Bid Security" means the bid security provided by the Contractor to the Surat Smart City Development Limited / Surat Municipal Corporation in accordance with the Request for Proposal, and which is to remain in force until substituted by the Performance Security;

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

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

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

"Contractor" shall have the meaning attributed there to in the array of Parties here in above as set forth in the Recitals;

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

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

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

"Encumbrances" means, in relation to the The Work, any encumbrances such asmortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilegeor priority of any kind having the

effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar \ arrangement under any insurance policy pertaining to the works.

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

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

"Government Instrumentality" means any department, division or sub-division of the Government or the State Government and includes any commission, board, SMC, SSCDL agency or municipal and other local SMC or statutory body including panchayat underthe control of the Government or the State Government, as the case may be, and having jurisdiction over all or any part of the Workor the performance of all or any ofthe services or obligations of the Contractor under or pursuant to this Agreement;

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

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

"Interim Payment Certificate" or "IPC" means the interim payment certificate issued by the Surat Smart City Development Limited / Surat Municipal Corporation for payment to the Contractor in respect of Contractor's claims for payment raised in accordance with the provisions of this Agreement;

"Lead Member" shall, in the case of a consortium, mean the member of such consortium who shall have the Surat Smart City Development Limited/ Surat Municipal Corporation to bind the contractor and each member of the Consortium; and shall be deemed to be the Contractor for the purposes of this Agreement;

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

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

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

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

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

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

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

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

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

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

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

“SMC” shall mean Surat Municipal Corporation in whose jurisdiction the work lies.
“SSCDL” shall mean Surat Smart City Development Limited

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

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

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

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

"Termination" means the expiry or termination of this Agreement;

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

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

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

1.3 Measurements and arithmetic conventions

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

1.4 Priority of agreements and errors/discrepancies

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

(a) this Agreement; and

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

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

(a)between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between any two Schedules, the Schedule relevant to the issue shall prevail;

(d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(f) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2

SCOPE OF THE PROJECT

2.1Scope of the Project

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

It covers the design, engineering, and manufacture, supply of AAQMS, MMS & Water Quality Monitoring equipment with its installation hardware, packing for shipment and delivery at site, construction of shelter for housing of AAQMS analyzers / equipment, and testing and commissioning of the same. It also covers unloading the material received at site, storing at VEDNOR's area, unpacking and delivery from VEDNOR's area and transportation to erection Site.All the civil related works required for the installation nd commissioning for the same is under the contractor's scope.

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

A. <u>Scope of Work :-</u>

1 Contractors are requested to visit the site prior to fill/submit the tender and check all the necessary attributes/matters related for completion of this project.

2 All the activities required to be carried out for successful and timely completion of this project shall be carried out by the successful contractor.

The scope of work also includes :

1.1 The Contractor's responsibility for the design and build works includes the submissions to relevant government authorities / technical departments for obtaining all necessary clearances/approvals.

1.2 The Contractor shall co-ordinate and interfaces his works with that of all other contractors, subcontractors, utility services, statutory authorities, etc. and achieve the completion of the Works to the satisfaction of the Engineer . The Contractor shall co-ordinate with the ICT Contractors for the data synchronization of the various monitoring stations at the CMS.

1.3 The Contractor shall verify the proposed road reserve, cadastral boundary and contract boundary and all dimensions on Site prior to submission of Tender. The Contractor is responsible for clarifying any discrepancy between the Drawings and actual condition on Site.

1.4 The Contractor shall make good all works including road surfaces, drains, concrete slabs, gratings, kerbs, pavements, turfing, railing, fence, boundary wall, etc. affected or damaged during

the course of construction, to the satisfaction of the Engineer. The costs of making good all these defects shall be borne solely by the Contractor and deemed included in his Contract Sum

1.5 All works specified shall include the provision of all labour, tools, equipment, material,traffic control, transport and everything else necessary for the satisfactory completion of the Work by the Contractor to the satisfaction of the Engineer.

1.6 Description of the Works involved in this Contract is given in the Specifications for the guidance of the Contractor. The Contractor shall be solely and fully responsible for investigating and ensuring the actual extent and nature of the Works comprised in this Contract prior to submission of his Tender.

1.7 Construction, management and quality of the Works shall comply with the Drawings,Specifications and Employers requirement

B. MINIMUM REQUIREMENT OF TECHNICAL REPRESENTATIVE(S)

SR No.	Designation	Qualification & Requirement
1	Instrumentation engineer	B.Tech /B.E.Instrumentation or related with minimum 7years experience
2	Environment engineer	B.tech/B.E in environment engineering with minimum 5 years of experience
1.)The above professionals can be hired by the Bidder/contractor as consultants/can be on payroll. The Bidder/contractor must furnish all the documents including qualifications, experiences,memberships, pay slip (if on payroll), consulting agreement for the above mentioned professionals. 2.)If hired, the above professional shall actively participate throughout the project.		

* no. of persons will depend on the size of the project and as per instruction of the General Manager (IT).

1. **C. General :-**

(1) All electrification work shall be executed through SMC/R & B license electrical contractor.

(2) All plumbing and sanitation work shall be executed by SMC/R & B license plumber.

(3) All water proofing work shall be executed by experienced agency.

(4) PMC / TPI may be appointed for monitoring of quality of the work by SSCDL/ SMC

ARTICLE 3
OBLIGATIONS OF THE CONTRACTOR

3.1 Obligations of the Contractor

3.1.1 Subject to and on the Terms, Conditions. Provisions and Representation of this Agreement, the Contractor shall undertake the survey, investigation, design,engineering, procurement, construction, and maintenance of the Work and observe,fulfil, comply with and perform all its obligations set out in this Agreement or arisinghereunder.

3.1.2 The Contractor shall comply with all Applicable Laws and Applicable Permits(including renewals as required) in the performance of its obligations under this Agreement.

3.1.3 The Contractor shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

3.1.4 The Contractor shall remedy any and all loss or damage to work from the commencement until the end of the Construction Period at the Contractor's cost, save and except to the extent that any such loss or damage shall have arisen from any default or neglect of the Surat Smart City Development Limited/ Surat Municipal Corporation

3.1.5 The Contractor shall remedy any and all loss or damage to work during the Defects Liability Period at the Contractor's cost to the extent that such loss or damage shallhave arisen out of the reasons specified in contract.

3.1.6 The Contractor shall remedy any and all loss or damage to work during the Maintenance Period at the Contractor's cost, save and except to the extent that anysuch loss or damage shall have arisen on account of any default or neglect of the Surat Smart City Development Limited/ Surat Municipal Corporation or on account of a Force Majeure Event.

3.1.7 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement: -

Ensure that the Contractor and its Sub-contractors comply with the safety and welfare measures for labour in accordance with the Applicable Laws and Good Industry Practice;Keep, on the Site, a copy of this Agreement, publications named in this Agreement,the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Agreement. The Surat Smart City Development Limited/ Surat Municipal Corporation and its authorised personnel shall have the right of access to all these documents at all reasonable times;Cooperate with other contractors employed by the SMC and personnel of any public SMC; and Not interfere unnecessarily or improperly with the convenience of the public, or the access

to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the SMC or of others.

3.1.8 The Contractor shall undertake all necessary superintendence to plan, arrange,direct, manage, inspect and test work.

3.1.9 The Contractor shall maintain all records as per Instructions of Engineer in Charge.

3.2 Obligations relating to sub-contracts and any other agreements

3.2.1 The Contractor shall not sub contract any part or portion of the actual construction to any sub contractor without prior permission of the SSCDL / SMC which shall ordinarily not withhold any reasonable request thereof if the same is found in opinion of SSCDL / SMC to be in interest of the work.

3.2.2. In event any sub contract is approved by SSCDL / SMC the entire responsibility and liability as contained in the original contract shall continue to remain unaltered and diluted and the contractor shall be completely and fully responsible to SSCDL / SMC as is SSCDL / SMC is having no privity of contract with the sub contractor.

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

3.3 Contractor's personnel

3.3.1 The Contractor shall ensure that the personnel engaged by it or by its Sub-contractors in the performance of its obligations under this Agreement are at all times appropriately qualified, skilled and experienced in their respective functions in conformity with Good Industry Practice.

3.3.2 The SSDCL's Engineer may, for reasons to be specified in writing, direct the Contractorto remove any member of the Contractor's or Sub-contractor's personnel. Any direction issued by the SSDCL's Engineer shall specify the reasons for the removal of such person.

3.3.3 The Contractor shall on receiving such a direction from the SSDCL's Engineer order for the removal of such person or persons with immediate effect. The Contractor shall further ensure that such persons have no further connection with work or Maintenance under this Agreement. The Contractor shall then appoint (or cause to be appointed) are placement.

3.4 Contractor's care of work

The Contractor shall bear full risk in and take full responsibility for the care of work,and of the Materials, goods and equipment for incorporation therein, from the Date of entry upon the site until

the date of completion, defect liability, maintenance period as specified or date of final take over certificate whichever is the last date.

3.5 Electricity, water and other services

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

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the Surat Smart City Development Limited/ Surat Municipal Corporation that:

(a) it is duly organised and validly existing under the laws of India, and has full power and Surat Smart City Development Limited/ Surat Municipal Corporation to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby ;

(b) it has taken all necessary corporate and/or other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against itin accordance with the terms hereof;

(d) it is subject to the laws of India, and hereby expressly and irrevocably waivesany immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

(e) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement,arrangement, understanding, decree or order to which it is a party or by which itor any of its properties or assets is bound or affected;

(g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other ULB's, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(h) it has no knowledge of any violation or default with respect to any order, writ,injunction or decree of any court or any legally binding order of any Government Instrumentality

which may result in any material adverse effect onits ability to perform its obligations under this Agreement and no fact orcircumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(i) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminalliabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(j) no representation or warranty by it contained herein or in any other document furnished by it to the SSCDL / SMC or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(k) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the SMC , SSCDL in connection therewith;

(l) all information provided by the {selected bidder/ members of the Consortium} in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in allmaterial respects; and

(m) nothing contained in this Agreement shall create any contractual relationship or obligation between the Surat Smart City Development Limited/ Surat Municipal Corporation and any Sub-contractors, designers, consultants oragents of the Contractor.

ARTICLE 5
PERFORMANCE SECURITY AND RETENTION MONEY

5.1Performance Security

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

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

5.1.**2 In addition as and when directed additional performance security as indicated Section V clause 27.1 also will be required to be deposited in event of** SSCDL / SMC **demanding the same because it finds the offer unbalanced.**

5.1.3 Not withstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Contractor to provide the Performance Security in accordance with the provisions and within the time specified therein or such extended period as may be provided by the SSCDL / SMC , in accordance with the provisions, the SSCDL/SMC may encash the Bid Security and appropriate the proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Contractor under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the

Contractor, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

5.1.4 Delay Panalty - 0.065 % per day.

5.2 Extension of Performance Security

The Contractor may initially provide the Performance Security for a period of 06 (Six) months;

5.3 Release of Performance Security

Initiall performance guarantee will be released as below

- After completion of project

(within 60 days from the date of the final bill payment - 5 %

Remaining performance guarantee will be released as below during defect liability period

- After 3 years of completion - 2.5 %
- After 5 years of completion - 2.5 %

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

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

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

5.4 Retention Money

5.4.1 From every payment for Works due to the Contractor in accordance with the provisions, the SSCDL / SMC shall deduct 7% (seven per cent) there of as guarantee money for performance of the obligations of the Contractor during the Construction Period.

5.4.2 Upon occurrence of a Contractor's Default, the Surat Smart City Development Limited / Surat Municipal Corporation shall, without prejudice to its other rights and remedies here under or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

5.4.3 The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee valid for 06 months and to be extended from time to time as per direction of SSCDL / SMC substantially in the form provided , require the SSCDL to refund the Retention Money deducted by the SSCDL / SMC under the provisions. The refund hereunder shall be made intranches of not less than 1% (one per cent) of the Contract Price.

5.4.4 The Retention money will released with payment of Final Bill.

ARTICLE 6

RIGHT OF WAY

6.1 The Site

The site of the Work (the "Site") shall comprise the site described in contract in respect of which the Right of Way shall be provided by the Surat Smart City Development Limited / Surat Municipal Corporation to the Contractor.

6.2 Special/temporary Right of Way

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

6.3 Access to the Employer and his Engineer

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

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

6.4 Geological and archaeological finds

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

Municipal Corporation. It is also agreed that the Surat Smart City Development Limited shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

ARTICLE 7
UTILITIES AND TREES

7.1 Existing utilities and roads

Not withstanding anything to the contrary contained herein, the Contractor shall ensurethat the respective entities owning the existing roads, right of way, level crossings,structures, or utilities on, under or above the Site are enabled by it to keep them incontinuous satisfactory use, if necessary, by providing suitable temporary diversions with the Surat Smart City Development Limited/ Surat Municipal Corporation of the controlling body of that road, right of way or utility.

7.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws cause shifting of utility (including electric lines, water pipes and telephone cables) to an approved location or alignment. Contractor shall not be paid separately for the same.

7.3 Felling of trees

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

ARTICLE 8

DESIGN AND CONSTRUCTION OF THE WORK

8.1 General Design Obligations

8.1.1 The Contractor shall carry out, and be responsible for, the design of work. Design shall be prepared by qualified designers who are Engineer or other professionals who comply with the criteria (if any) stated in the Bidding Data. Unless otherwise stated inthe Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Consultant.

8.1.2 The Contractor warrants that he, his design consultant have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer's Representative at all reasonable times, until the expiry date of the relevant Defects Notification Period.

8.1.3 Contractor shall submit detailed calculations, Drawings & designs for review of the Engineer,Design and drawings shall be developed in conformity with the Employers requirement and specifications and standards set out in the contract. Such design shall have to meet the approval requirement of the designated authority of State Government and shall be responsible for obtaining final approval from the approving authority.

8.2 Design and Drawings

Submission of Design and Drawings:

within 15 days from the Commencement Date the Contractor shall start submiting designs, drawings, construction documents, etc., for review and approval by the Employer's Representative. **Contractor shall prepare detail Programme for same and get it approved from Employer – SSCDL / SMC** The Contractor shall submit all the Drawings and Design as per Schedule approved by the Employer.

- The contractor(s) shall supply 2 copies of / laminated approved structural drawings/architectural drawings to the Engineer-in-charge for the use of the Surat Smart City Development Limited/ Surat Municipal Corporation after having approved from the competent authority within 7 days from the receipt of approval. And the contractor(s) shall supply required copies / laminated copies approved structural drawings/architectural drawings to the PMC/TPI/Consultants.

- In addition to above sets of drawings, contractor shall keep necessary sets of drawings required at site for its execution as directed by the Engineer-in-charge.

- It is entirely the responsibility of the contractor to get the design approval, within aforesaid period with liaisoning for the, water supply & drainage work, electrical work,.,Enviroment N.O.C., with appropriate organization, not limited but includes all essential Certificates-approvals-licences-NOC related to complete the project. Any delay on this account will attract penalty

8.2.1 Design and Drawings shall be developed in conformity with the Specifications and Standards. In the event, the Contractor requires any relaxation in design standards due to restricted Right of Way in any section, the alternative design criteria for such sectionshall be provided for review of the SSCDL's / SMC's Engineer.

8.2.2 In respect of the Contractor's obligations with respect to the design and Drawings of work, the following shall apply:

(a) The contractor shall submit structural drawings

(b) After submission of structural drawings.Within 15 (fifteen) days of the receipt of the Drawings, the SSCDL / SMC shall review the same by its proof check consultant and convey its observations if any to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards. The Contractor shall not be obliged to await the observations of the SSCDL's / SMC's on the Drawings submitted pursuant here to beyond the period of 15 (fifteen) days and may begin or continue Works at its own discretion and risk;

(c) if the aforesaid observations of the SSCDL's/ SMC's indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards,such Drawings shall be revised by the Contractor in conformity with the provisions of this Agreement and resubmitted to the SSCDL / SMC for review. The SSCDL / SMC shall give its observations, if any, within 10 (ten) days of receipt of the revised Drawings.

(d) no review and/or observation of the SSCDL's / SMC's Engineer and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the SSCDL's / SMC's Engineer or the Employer be liable for the same in any manner; and if errors,omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor'scost, not withstanding any review;

(e)the Contractor shall be responsible for delays in submitting the Drawing as set forth caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the SSCDL / SMC ; and

(f) the Contractor warrants that its designers, including any third parties engaged by it,shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the SSCDL / SMC against any damage, expense, liability,loss or claim, which the SSCDL / SMC might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.

8.2.3 Any cost or delay in construction arising from review by the SSCDL's / SMC's Engineer shall be borne by theContractor.

8.2.4 Within 90 (ninety) days of the Project Completion Date, the Contractor shall furnish to the SSCDL / SMC and the SSCDL's/ SMC's Engineer a complete set of as-built Drawings, in 3 (Three) hardcopies and in micro film form or in such other medium as may be acceptable to the SSCDL / SMC, reflecting work as actually designed, engineered and constructed.

8.2.5 Contractors clearly understand that not withstanding all the statements above including its responsibility in respect of designs and drawings confirming to the requirements and relevant specifications, being checked and approved by proof checking agency as also having been

scrutinized by Surat Smart City Development Limited/ Surat Municipal Corporation, it is responsibility of the contractors that the final approval before commencement of execution shall have to be based on the drawings and design cleared and approved by the concerned authority of Government of Gujarat.All Designs and drawings shall be furnished to SSCDL / SMC in 5 copies.

8.3 Design Error

8.3.1 If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's documents, they and work shall be corrected at the Contractor's cost, not withstanding any consent or approval under this Clause.

8.4 Intellectual property rights

8.4.1 The intellectual property rights in respect of drawings, designs and all that is relevant to the concept of rights shall be vested in SSCDL/ SMC

8.5 Construction of the Work

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

8.5.2 The total price of the works shall be the price as indicated in the offer acceptance letter unless the same is modified or changed by Surat Smart City Development Limited/ Surat Municipal Corporation in view of any modification or change brought about after final approval of drawing, design and scheme of the work. It is clearly understood that the price quoted is the total per unit D.U price for the entire scope ofthe work as agreed.

8.6 Construction Programme

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

8.7 Extension of time for completion

8.7.1 The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified separately. However it has been agreed

between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by Surat Smart City Development Limited/ Surat Municipal Corporation for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused byor attributable to the SSCDL/ SMC

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

8.8 Liquidated Damage/Delay Damages

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

ARTICLE 9

QUALITY ASSURANCE, MONITORING AND SUPERVISION

9.1 Quality of Materials and workmanship

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

9.2 Quality control system

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

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

(a) organisation, duties and responsibilities, procedures, inspections and documentation;

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

(c) Internal quality audit system.

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

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

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

9.3. Methodology

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

9.4. Inspection and technical audit by the SSCDL / SMC

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

9.5 External technical audit

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

9.6 Inspection of construction records

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

9.7 Monthly progress reports

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

9.8 Inspection

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

(a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in work; and

(b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

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

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

9.9 Samples

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

(a) manufacturer's test reports and standard samples of manufactured Materials; and

(b) samples of such other Materials as the SSCDL's / SMC's Engineer may require.

9.10 Tests

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

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

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

<u>Testing of materials:</u>

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

(i)The test certificates regarding its property including indication of its Thermo-Mechanically treated must accompany every lot and shall be submitted to SURAT SMART CITY DEVELOPMENT LIMITED/SURAT MUNICIPAL CORPORATION before utilizing the same. Unless and until such certificate is submitted, the steel procure at site will not be allowed to be used.

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

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

9.11 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

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

9.11 Examination of work before covering up

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

9.12 Rejection

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

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

9.13 Remedial work

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

(a) remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement;

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

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

9.14 Quality control records and Documents

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

9.15 Video recording and Photography

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

9.16 Suspension of unsafe Construction Works

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

9.16.2 The Contractor shall, pursuant to the notice under contract, suspend work or any part there of for such time and in such manner as may be specified by the SSCDL / SMC and thereupon carry out remedial measures to secure the safety of suspended works, the Users and pedestrians. The Contractor may by notice require the SSCDL's / SMC's Engineer to inspect such remedial measures forthwith and make a report to the SSCDL /SMC recommending whether or not the suspension hereunder may be revoked. Upon

receiving the recommendations of the SSCDL's Engineer, the SSCDL/ SMC shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the SSCDL/ SMC, shall be repeated until the suspension hereunder is revoked.

9.16.3 All costs incurred for maintaining and protecting work or part thereof during the period of suspension shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this Agreement by the SSCDL /SMC, the Costs shall be borne by the SSCDL/SMC. However cost for maintaining and protecting the work for first 30 days, in any event shall be borne by Contractor irrespective of SSCDL/SMC bringing aboutthe suspension for its own convenience. The quantum of cost for maintenance and protection of the work when payable to the contractor shall be subject to approval of SSCDL /SMC engineer.

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

9.17 Setting of site Laboratories:

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

9.18 Instructions for Composite Contract:

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

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

9.21 Condition for water:

a) The contractor shall make his own arrangement for providing water for construction and drinking purpose. Contactor shall get the water tested from any approved laboratory of SSCDL / SMC as per direction of Engineer-in-Charge at regular interval All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the contractors.
b) The contractor shall arrange at his own cost and nothing extra shall be paid to the contactor on this account. The water shall be got tested at SMC / SSCDL laboratory**.**

c) In the event of any difference of opinion among site representatives in carrying out the item of work in accordance with the agreement the Engineer-in-charge shall decide the issue and his decision shall be final and binding on the contactor and the contactor shall be bound to carry out the instruction to complete work in time. At no point of time the contractor shall stop execution of the work on any ground what so ever.

9.22 WORK IMPLEMENTATION :

SERVICES FOR MANAGEMENT OF PROJECT

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

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

9.22.1. PROJECT PLANNING :

a) CONTRACTOR shall provide additional resources whenever the scheduling shown on the **BAR CHART/ S Curve** indicates a possible delay in the completion date. Such additional effort may require an increase in equipment and/or personnel and / or work in excess of the normal working time. All extra costs incurred by the CONTRACTOR in order to prevent a possible delay in the completion date will be to CONTRACTOR's account.

b) CONTRACTOR shall notify the E.I.C. within 24 hours after any occurrence which will adversely affect the completion date of the project. In addition, the Contractor shall include statement of proposed remedial action for expediting these items.

d) BAR CHART should be supported by resource based network for proper planning, monitoring, and control of the project execution, keeping the overall schedule unchanged.

e) A joint programme of execution of WORK will be prepared by the Engineer-in-Charge and CONTRACTOR which will take into account the Time Schedule of completion.

f) Monthly / weekly construction programme will be drawn up by Engineer-in-Charge/CONSULTANT jointly with the CONTRACTOR based on availability of work fronts. The CONTRACTOR shall scrupulously adhere to these Targets / programme by deploying adequate personnel and construction tools and tackles and he shall also supply all materials included his scope of supply in time to achieve the targets set out in the weekly and monthly programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes/targets and the degree of achievements, the decision of the Engineer-in-Charge / CONSULTANT shall be final and binding on the CONTRACTOR.

9.22.2 PROGRESS REPORTS DURING CONSTRUCTION

a) CONTRACTOR shall make every effort to keep the Dept. adequately informed as to the progress of the WORK throughout the Contract period.

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

c) Contractor shall give every day report on category-wise labour & equipment deployed alongwith the progress of work done on previous day in the proforma prescribed by EIC.

d) All important events shall be photographed by the contractor and to be submitted to Dept. for records.

9.22.3 PROGRESS MEASUREMENT METHODOLOGY **:**

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

9.22.4 FUNCTIONAL SCHEDULES :

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

9.22.5 PROGRESS REVIEW MEETING :

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

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

PROGRESS REPORTING.

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

i) Monthly Progress Report.

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

- Executive Summary – Summary of major events / activities, completed during the period being reported.

- Schedule versus actual percentage progress and progress curves for Sub-ordering, Sub-Contracting, Constructing and Overall Project.

- Area of concern / problem / hold-ups, impacts and action plans.

- Activities executed, achievements during the month and targets for the following months.

- Analysis of critical activities and impact on overall completion.
- Chronological achievement of key events indicating scheduled and actual occurrence dates.
- Annexures giving status summary for drawings, MRs, equipment and materials delivery, Sub-contracting and construction. (Typical formats are enclosed herewith for contractor's reference)
- Resources deployment status against planned.
- Change order status.
- Construction photographs.

ii) Weekly Reports.

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

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

iii)

REQUIREMENT OF COPIES FOR SUBMISSION OF SCHEDULES & REPORTS.

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

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

JOB NO. : _____ PROJECT NAME : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE :_____	MONTHLY PROGRAMME	PROGRAM FOR THE LAST MONTH : _____ ACHIEVED IN THE LAST MONTH : _____ CUMMULATIVE SCHEDULE : _____ CUMMULATIVE ACTUAL : _____ WORK FRONT AVAILABLE : _____ SCH. FOR THE MONTH : _____ PROGRAMME FOR THE MONTH : _____

S.NO	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WID. VALUE.	QTY PLANNED IN LAST MONTHS	QTY. ACHD. IN LAST MONTH	CUMM. . QTY ACHD	WORK FRONT	QTY PLANNED IN THIS MONTH	WEEK WISE PROGRAMME				CONSTRAINTS
											11-18	19-16	27-03	04-10	

JOB NO. : _____ LOI DATE : _____ START DATE : _____ CONT. COM. DATE : _____ ANT. COM. DATE : _____	**WEEKLY PROGRESS REPORT** DESCIPLINE : _____ WEEKLY PROGRESS : FROM _____TO _____ WEEKLY PROGRESS : FROM _____TO _____	PROGRAM FOR THE WEEK : _____ ACHIEVED DURING WEEK : _____ CUMM. SCH. PROGRESS : _____ CUMM. ACT. PROGRESS : _____ PROGRAM FOR NEXT WEEK : _____

S.NO.	ACTIVITY DESCRIPTION	UNIT	ESTIMATED QUANTITY	REVISED QUANTITY	WTD. VALUE.	PROGRAM FOR THE WEEK	ACHIEVED DURING WEEK	CUMM. QUANTITY.	WTD.VALUE ACHIEVED	WORK FRONT	PROGRAM FOR NEXT WEEK	HOLD-UPS/ REMARKS.

9.23 QUALITY CONTROL, TESTS AND INSPECTION

9.23.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of the Contract and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of Prices.

9.23.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.

9.23.3 The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of the Contract, the technical documents and the relevant codes of practice furnished to him during the performance of the work(If necessary).

9.23.4 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carry out the rectifications / replacement at his own cost.

9.23.5 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

9.23.6 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.

9.23.7 The contractor at his cost should make arrangement for the required testing facilities such as cube testing, sieve analysis apparatus, cement testing device, slump cone, cube moulds, weighing machines etc. at site in order to have regular check on works, materials used etc.

9.23.8 If any tests are required to be carried out in conjunction with the work or materials or workmanship not supplied by the contractor such tests shall be carried out by the contractor as per instruction of EIC & cost of such costs shall be reimbursed by the Surat Smart City Development Limited/SURAT MUNICIPAL CORPORATION

9.24 FINAL INSPECTION

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

9.25 Recovery for lesser material issued/consumed.

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

Cement, Reinforcement steel and other materials:

(1) Penalty for **Cement and Reinforcement steel** shall be levied as below against variation than the actual consumption:

(a) No penalty if actual total consumption is equal to or more than standard theoretical total consumption. For over consumption of cement no extra payment shall be made.

(b) **Twice the Basic Rate of Rs. 5,200/-** per MT for the variation in cement consumption less than standard theoretical consumption.

(c) **Twice the Basic Rate of Rs. 31,000/- per MT for TMT steel & 33,000/- per MT for CRS steel** for variation in steel consumption less than standard theoretical consumption.

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

ARTICLE 10
COMPLETION CERTIFICATE

10.1 Provisional Certificate

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

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

10.1.3 Not withstanding anything to the contrary contained in contract, the SSCDL /SMC may, at anytime after receiving a report from the SSCDL's / SMC's Engineer under that Clause, direct the SSCDL's/ SMC's Engineer to issue a Provisional Certificate and such direction shall be complied forthwith.

10.2 Completion of remaining Works

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

10.3 Completion Certificate

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

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

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

10.4 Handing over of Project:

one months before the likely date of completion of flats in all respects, contractor shall intimate to the Engineer-in-charge the following.

(a) The contractor(s) shall submit the break-up of cost of construction of different parts of the project In the manner the break up as required to the E.I.C

(b) The contractors/agency shall lay the services as per approved plan by concern department. On completion of services the contractor /agency will submit the required number of completion plan to various authorities for handing over. The SSCDL/SMC also reserves the right to withhold the amount which is likely to be payable to these agencies as deficiency charges. The decision ofthe Engineer-in-charge in this regard shall be final and binding on the contractor(s)/agency(s).

10.5 AS BUILT DRAWINGS AND DOCUMENTATION :

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

10.6 MODEL FORM :

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

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

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

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

1. Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature, which might cause damage to the roof;

2. Alteration shall mean construction of an additional storey or a part of the roof orconstruction adjoining to existing roof whereby water proofing treatment is removed in parts;

3. The decision of the Engineer-in-charge with regard to cause of leakage shall be final.During this period of guarantee, the Guarantor shall make good all defects and incase of any defects being found, render the building water proof to the satisfaction ofthe Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other Contractor at the GUARANTOR'S risk and cost. Thedecision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall befinal and binding.That if, Guarantor fails to execute the water proofing or commits breach there underthen the Guarantor will indemnify the Principal and his successors against all loss,damage, cost, expense or otherwise which may be incurred by his by reason of any default on the part of the GUARANTOR in performance and observance of this Supplementary Agreement. As to the amount of loss and/or damage and/or costincurred by the SSCDL/SMC, the decision of the Engineer-in-Charge will be final and bindingon the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator _____and by _____ and for an on behalf of the, SURAT SMART CITY DEVELOPEMNT LIMITED/SURAT MUNICIPAL CORPOARTION onthe day, month and year first above written. SIGNED, SEALED AND DELIVERED BY OBLIGATOR IN THE PRESENCE OF –

1) _____

2) _____

SIGNED FOR AN ON BEHALF OF THE SURAT MUNICIPAL CORPORATION BY

_____

in the presence of -

1. _____

2. _____

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

The Agreement made this …….day of…….Two thousand and……between…….son of …… The power of aternoy holder of company (hereinafter called the Guarantor of the one part) and the SURAT SMART CITY DEVELOPEMNT LIMITED /SURAT MUNICIPAL CORPORATION (here in after called the SSCDL/SMC of the other part) WHEREAS THIS Agreement is supplementary to a Contract (Hereinafter called the Contract) dated……. And made between the GUARANTOR OF THE ONE part and the SSCDL/SMC of the other part, whereby the Contractor, inter-alia, undertook to render the buildings and structures in the said Contract recited completely Anti termite work.

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

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

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

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

1)_____Signatureofcontractor_____

2) _____

SIGNED FOR AN ON BEHALF OF THE SURAT SMART CITY DEVELOPEMNT LIMITED/SURAT MUNICIPAL CORPORATION BY

_____

in the presence of -

1. _____

2. _____

No.3 CERTIFICATE FOR COMPLETION

I/We the undersigned Mr…….power of atternay holder/partner of ……was awarded the work of construction of …….vide work order No……Dt……..

The work was undertaken by our agency. I/We have completed this work as per scope of work of tender with satisfactory quality and workmanship.

We assure for best services during defect liability period.

The work was completed and handed over to SSCDL/SMC on this ……..day of ……month of year 20…..

Contractor's Name :

Signature :

Architect's Name :

Signature :

License No.:

Structural engineer's Name :

Signature :

License No.:

ARTICLE 11
CHANGE OF SCOPE

11.1 Change of Scope

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

11.1.2 Change of Scope shall mean: any change that is brought about at the instance of SSCDL /SMCafter the complete drawing and design has been approved as provided in the contract.

Such change shall be limited to -

(a) change in specifications of any item of Works;

(c) any additional work, Plant, Materials or services which are not originally included in the Scope of the Project.

11.1.3 If the Contractor determines at any time that a Change of Scope will, if adopted, (i)accelerate completion, (ii) reduce the cost to the SSCDL/SMC of executing, maintaining or operating the Work, (iii) improve the efficiency or value to the SSCDL /SMC of the completed the Work, or (iv) otherwise be of benefit to the SSCDL /SMC, it shall prepare a proposal with relevant details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of addition or reduction in the Contract Priceto the SSCDL /SMC to consider such Change of Scope. The SSCDL /SMC shall, within 15 (fifteen) days of receipt of such proposal, either accept such Change of Scope with modifications, ifany, and initiate proceedings there for or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shallnot undertake any Change of Scope without the express consent of the SSCDL/SMC, save and except any Works necessary for meeting any Emergency.

11.1.4 **The Employer Surat Smart City Development Limited (SSCDL)/Surat Municipal Corporation reserves right to decrease or Omit any work from the Scope of Project. It is in Contractor's obligation to execute the work as instructed by Surat Smart City Development Limited (SSCDL)/ SURAT MUNICIPAL CORPORATION (SMC) and will not be compensated for such decrease or omission in scope of Tendered works.**

11.2 Procedure for Change of Scope

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

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

(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if work or services are required to be carried out during the Construction Period; and

(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including thefollowing details:

(i) break down of the quantities, unit rates and cost for different items ofwork;

(ii) proposed design for the Change of Scope; and

(iii) proposed modifications, if any, to the Project Completion Schedule ofthe Work.

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

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

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

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

11.3 Payment for Change of Scope

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

11.4 Restrictions on Change of Scope

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

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

ARTICLE 12
DEFECTS LIABILITY

12.1 Defects Liability Period

13.1.1 As mentioned herein above in tender.

12.2 Remedying Defects

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

12.3 Cost of remedying Defects

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

(a) the design of the Project;

(b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;

(c) improper maintenance during construction of the Work by the Contractor; and/or

(d)failure by the Contractor to comply with any other obligation under this Agreement.

12.4 Contractor's failure to rectify Defects

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

12.5 Contractor to search cause

12.5.1 The SSCDL's / SMC's Engineer may instruct the Contractor to examine the cause of any Defect in work or part thereof before the expiry of the Defects Liability Period.

12.5.2 In the event any Defect is attributable to the Contractor, the Contractor shall rectify such Defect within the period specified by the SSCDL's / SMC's Engineer, and shall bear the cost of the examination and rectification of such Defect.

12.5.3 In the event such Defect is not attributable to the Contractor, the SSCDL's / SMC's Engineer shall,after due consultation with the SSCDL/SMC and the Contractor, determine the costs incurred by the Contractor on such examination and notify the same to the Contractor, with a copy to the SSCDL/SMC, and the Contractor shall be entitled to payment of such costs by the SSCDL's/ SMC's / SMC's

12.5.4 Any latent structural defects ,if noticed within the defect liability period of ten years ,the same shall be rectified at the cost of the contractor.

ARTICLE 13

SSCDL's **ENGINEER**

13.1 Appointment of the SSCDL's **Engineer**

13.1.1 The SSCDL's/ SMC's shall nominate and appoint the engineer-in-charge who shall carry out the duties as are necessary in performance of protection of interest of SSCDL/SMC as also

may enable parties to achieve the work as intended in terms of the contract. The engineer shall have no authority to amend or alter the contract either on time or cost basis.

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

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

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

13.2 Instructions of the SSCDL's/ SMC's **Engineer**

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

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

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

ARTICLE 14
PAYMENTS

14.1 Contract Price

14.1.1.

14.1.2 The Contract Price includes all duties, taxes, royalty and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Contractor's equipment, Plant, Materials and supplies acquired for the purpose of this Agreement and on the services performed under this Agreement. Nothing in this Agreement shall relieve the Contractor from

its responsibility to pay any tax , that may be levied in India (by any of the Government departments) on work execution OR profits made by it in respect of this Agreement.

14.1.3 No price escalation for change in rates of any materials will be paid /recovered by SURAT SMART CITY DEVELOPMENT LIMITED/SURAT MUNICIPAL CORPORATION

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

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

14.3 Interim Payment Statement for Works

As stated in the tender.

14.4 Time of payment

15.4.1 The SSCDL /SMC shall pay to the Contractor any amount due under any payment certificate issued by the SSCDL's / SMC's Engineer.

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

14.5Final Payment Statement

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

(a) the summary of Contractor's interim Payment claims for Works as submitted in accordance with contract;

(b) the amounts received from the SSCDL/SMC against each claim; and

(c) any further sums which the Contractor considers due to it from the SSCDL/SMC

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

14.6 Discharge

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

14.9 Final Payment Certificate

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

14.9.2 The SSCDL's/ SMC's shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate and in that event no further amount shall ever becomedue and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.

14.10 Correction of Interim Payment Certificates

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

14.11 OVERPAYMENT AND UNDERPAYMENT :

Whenever any claim forths payment of a sum to the Surat Smart city Development Limited /SURAT MUNICIPAL CORPORATION arises out of or under this Contract against the contractor the same may be deducted by the Surat Smart city Development Limited/SURAT MUNICIPAL CORPORATION from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the Surat Smart city Development Limited/SURAT MUNICIPAL CORPORATION or from any sum due to the contractor with the Surat Smart city Development Limited/ SURAT MUNICIPAL CORPORATION (which may be available with Surat Smart city Development Limited/ SURAT MUNICIPAL CORPORATION), or from his retention money, or he shall pay the claim on demand. The Surat Smart city Development Limited/ SURAT MUNICIPAL CORPORATION reserves the right to

carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The Surat Smart city Development Limited /SURAT MUNICIPAL CORPORATION further reserves the right to enforce recovery of any over payment when detected.

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

ARTICLE 15

INSURANCE

15.1 Insurance for Works and Maintenance

15.1.1 The Contractor shall effect and maintain at its own cost the insurances as per the requirements of SSCDL /SMC and Law.

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

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

(a) the death of or injury to any person; or

(b) the loss of or damage to any property (other than work);

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

15.1.4 The SSCDL/ SMC's shall fully indemnify the Contractor from and against any and all losses,damages, costs, charges, proceedings and/or claims arising out of or with respect to

(a) the use or occupation of land or any part thereof by the SSCDL/SMC;

(b) the right of the SSCDL/SMC to execute work, or any part thereof, on, over, under, in or through any land;

(c) the damage to property which is the unavoidable result of the execution and completion of work, or the remedying of any Defects therein, in accordancewith this Agreement; and

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

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

15.2Notice to the SSCDL/SMC

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

15.3 Evidence of Insurance Cover

15.3.1 All insurances obtained by the Contractor in accordance with this contract shall be maintained with insurers on terms consistent with Good Industry Practice. Within10(Ten) days from the commencement date, the Contractor shall furnish to the SSCDL/SMC notarised true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45(forty-five) days after notice of such proposed cancellation, modification or nonrenewal lhas been delivered by the Contractor to the SSCDL/SMC. The Contractor shall act in accordance with the directions of the SSCDL/ SMC provided that the Contractor shall produce to the SSCDL /SMC the insurance policies in force and the receipts for payment of the current premium.

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

15.4 Remedy for failure to insure

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

15.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the SSCDL/SMC, and its assigns, successors, undertakings and their subsidiaries, Affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off

or counter claim or any other deduction, whether by attach mentor otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

15.6 Contractor's waiver

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

15.7 Accident or injury to workmen

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

15.8 Insurance against accident to workmen

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

15.9 Application of insurance proceeds

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

15.10 Compliance with policy conditions

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

ARTICLE 16
FORCE MAJEURE

16.1 Force Majeure

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

ARTICLE 17
SUSPENSION OF CONTRACTOR'S RIGHTS

17.1 Suspension upon Contractor Default

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

17.2 SSCDL/SMC to act on behalf of Contractor

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

17.3 Revocation of Suspension

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

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

ARTICLE 18
TERMINATION

18.1 Termination for Contractor Default

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

(a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;

(b) subsequent to the replenishment or furnishing of fresh Performance Security, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;

(c) the Contractor does not achieve the latest outstanding Project Milestone due inaccordance with the provisions of contract, subject to any Time Extension, andcontinues to be in default for 45 (forty five) days;

(d) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Work without the prior written consent of the SSCDL/SMC;

(e) the Contractor fails to proceed with work in accordance with the provisions of contract or stops Works and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorised by the SSCDL's / SMC's Engineer;

(f) failure to complete the remarks stated from EIC, items within the periods stipulated contract;

(g) the Contractor fails to rectify any Defect, the non rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the SSCDL's / SMC's Engineer;

(h)the Contractor subcontracts work or any part thereof in violation of this Agreement or assigns any part of work or the Maintenance without the prior approval of the SSCDL/SMC

(i) the Contractor creates any Encumbrance in breach of this Agreement;

(j) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect ;

(k) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets thathas a material bearing on the Project;

(l) the Contractor has been, or is in the process of being liquidated, dissolved,wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the SSCDL/SMC, a Material Adverse Effect;

(m) a resolution for winding up of the Contractor is passed, or any petition forwinding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction,the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:

(i) the amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and

(ii)the amalgamated or reconstructed entity has the financial standing toperform its obligations under this Agreement and has a creditworthiness at least as good as that of the Contractor.

(n) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any timehereafter found to be in breach thereof;

(o) the Contractor submits to the SSCDL/SMC any statement, notice or other document, inwritten or electronic form, which has a material effect on the SSCDL's / SMC's rights,obligations or interests and which is false in material particulars;

(p)the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or

(q) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project oron the SSCDL/SMC.

18.1.2 Without prejudice to any other rights or remedies which the SSCDL/SMC may have under this Agreement, upon occurrence of a Contractor Default, the SSCDL/SMC shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the SSCDL/SMC shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the

Contractor to make a representation, and may after the expiry of such 15(fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

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

18.2 Termination for SSCDL's/ SMC's **convenience**

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

18.3 Requirements after Termination

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

(a) deliver to the SSCDL /SMC all Plant and Materials which shall have become the property of the SSCDL/SMC

(b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to work, Maintenance, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "asbuilt' Drawings for work;

(c) transfer and/or deliver all Applicable Permits to the extent permissible underApplicable Laws; and

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

(e) In event contractor for whatever reason fails to vacate the site, where upon he hasno permission to enter for performance of work, he shall be declared as unauthorised person and thereafter shall be liable to all actions as trespassers as and when he, his agents, vendors, sub contractor or any one without permission of SSCDL /SMC attempts to enter the site.

18.4 Valuation of Unpaid Works

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

(a) value of the completed stage of work, less payments already made;

(b)reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards;and

(c) value of Maintenance, if any, for completed months, less payments already made, and shall adjust from the sum thereof

(i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

(d) The rates to be operated for this clause shall be on SOR used for preparation of estimate adjusted for contract price quoted (% above/below estimated cost)including escalation if permissible.

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

18.5 Termination Payment

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

(a) encash and appropriate the Performance Security and Retention Money, or in the event the Contractor has failed to replenish or extend the Performance Security,claim the amount, as agreed pre-determined compensation to the SSCDL /SMC for any losses, delays and cost of completing work and Maintenance, if any;

(b) encash and appropriate the bank guarantee, if any, for and in respect of any dues as may be recoverable from the contractor.

(c) pay to the Contractor, by way of Termination Payment, an amount equivalent to the Valuation of Unpaid Works after adjusting any other sums payable orrecoverable, as the case may be, in accordance with the provisions of this Agreement.

18.6 Other rights and obligations of the Parties

Upon Termination for any reason whatsoever

(a) property and ownership in all Materials, Plant and Works and the Workshall, as between the Contractor and the SSCDL/SMC, vest in the SSCDL /SMCin whole;

(b) risk of loss or damage to any Materials, Plant or Works and the care and custody thereof shall pass from the Contractor to the SSCDL/SMC; and

(c) the SSCDL shall be entitled to restrain the Contractor and any person claiming through or under the Agreement from entering upon the Site or any part of the Project except for taking possession of materials, stores, implements,construction plants and equipment of the Contractor, which have not been vestedin the SSCDL/SMC in accordance with the provisions of this Agreement.

ARTICLE 19
LIABILITY AND INDEMNITY

19.1 General indemnity

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

19.2 Indemnity by the Contractor

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

(a) failure of the Contractor to comply with Applicable Laws and ApplicablePermits;

(b) payment of taxes required to be made by the Contractor in respect of the incomeor other taxes of the Sub-contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of Materials or services furnished to theContractor or any of its Sub-contractors which are payable by the Contractor orany of its Sub-contractors.

19.2.2 The Contractor shall fully indemnify, hold harmless and defend the SSCDL/SMC Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands,liabilities and damages which the SSCDL/SMC Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials,information, design or process used by the Contractor or by the Sub-contractors inperforming the Contractor's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order orpreliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the SSCDL /SMC a licence, at no cost to the SSCDL/SMC, authorizing continued

use of the infringing work. If the Contractor is unable to secure such licence within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so thatit becomes non-infringing.

ARTICLE 20

LABOUR LAWS

20.1 Labour Laws to be complied by the Contractor.

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

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

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

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

20.2 Payment of Wages:

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

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

iii In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the

Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

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

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

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

v. The contractor shall comply with the provisions of the Payment of Wages Act, 1936,Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act,1923, Industrial Disputes Act, 1947, Maternity Benefits the modifications thereof or anyother laws relating thereto and the rules made there under from time to time.

Vi The contractor shall indemnify and keep indemnified SSCDL/SMC against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.

Vii The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

20.3 PANELTY FOR EACH DEFAULT TO PROVIDE FACILITIES:

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

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

20.4 PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS:

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

20.5 LEAVE AND PAY:

Leave and pay during leave shall be regulated as follows:

1. Leave:

i) In the case of delivery-maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

ii) In the case of miscarriage –up to 3 weeks from the date of miscarriage.

2. Pay:

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

ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on thetotal wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. CONDITIONS FOR THE GRANT OF MATERNITY LEAVE:

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

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

20.6 BREACH OF CONTRACTOR:

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

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of the Contract's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour(R& A) Central Rules 1971, for the protection of health and sanitary arrangements for works people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as forfeited, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). the contractor(s) shall erect, make and maintain at his/ their own expenses and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been created or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel of reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

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

20.7 Employment of skilled/semi skill worker:

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

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

20.8 Minimum Wages Act to be complied with:

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

ARTICLE 21

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

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely fromladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is

used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft.).

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder up to and including 3m. (10ft.) in length. For longer ladder, this width should be increased at least ¼" for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall bekept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching: – All trenches 1.2m. (4ft.) or more in depth, shall at all times besupplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition: – Before any demolition work is commenced and also during the progress of the work.

i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned: -

9 The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken :

10 SSCDL/SMC may require, when necessary medical examination of workers.

11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

12 In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

13 Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where such drinking water shall be stored.

14 Every water supply or storage shall be at a distance of not less than 50 feet from anylatrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, thewell shall be properly chlorinated before water is drawn from it for drinking. All such wellsshall be entirely closed in and be provided with a trap door which shall be dust waterproof.

15 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
The contractor shall supply only potable water in the labour camp sample of water shallbe drawn from the source of water supply in the labour camps every months and gottested from the Municipal Corporation's lab by the contractor .Wherever drinking wateris supplied to the labour camps through tankers. Samples shall be drawn from the tankers and got tested. Water storage tanks chlorine tablets shall be added from time to time asper requirement so that portability of water remains intact No extra payment shall bemade on this account.

ARTICLE 22
MISCELLANEOUS

22.1 Governing law and jurisdiction

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

22.2 Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason ofsovereignty or otherwise) from such proceedings shall be claimed by or onbehalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues nowhas, may acquire in the future or which may be attributed to it in anyjurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or awardagainst it in any such proceedings to the giving of any relief or the issue of anyprocess in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

22.3 Delayed payments

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

22.4 Waiver

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

(a) shall not operate or be construed as a waiver of any other or subsequent defaulthereof or of other provisions of or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

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

22.5 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

(a) no review, comment or approval by the SSCDL/SMC or the SSCDL's/ SMC's Engineer of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction, or maintenance of the Work nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement,the Applicable Laws and Applicable Permits; and

(b) the SSCDL/SMC shall not be liable to the Contractor by reason of any review, comment,approval, observation or inspection referred to in Sub-clause (a) above.

22.6 Exclusion of implied warranties etc.

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

22.7 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior writtenor oral understandings, offers or other communications of every kind pertaining to this

Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.

22.8 Severability

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

22.9 Notices

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

a) For Contractor

_____

b) For SSCDL /SMC

_____

22.10 Counterparts

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

22.11 Limitation of Liability

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

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

22.12 WORK IN MONSOON :

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

22.13 ASSISTANCE TO ENGINEER-IN-CHARGE :

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

22.14 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

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

22.15 IN EVENT OF DEATH OF CONTRACTOR :

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

22.16 MEMBER OF THE OWNER NOT INDIVIDUALLY LIABLE :

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligations of the owner under the contract or answerable for any default or

ommission in the observance or performance of the acts, matters or things which are herein contained.

22.17 BREACH OF CONTRACT BY CONTRACTOR :

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

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

1. Contractors have to place a board showing details of work at site at his own cost as per details given by Department. i.e. Name of work, Name of Contractor, Project cost, work sanction detail, detail of work order and time limit, Address of Executive Engineer & Phone No. & Fax No.

2. If Contractor will not furnish a Photograph of the Board placed on site showing the details as above department will retain 0.25 % to 1 % of tender amount temorarily from the running bill.

3. A work of building is carried out at one plot but in the case of water supply line, drainage line etc. or any other service line, the work carried out in length, in this case one board should be placed on both ends and other boards should be places as per the instruction of Engineer in charge.

4. The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ on the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance /repair of renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity

cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/ blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

5 However, the Engineer-in-charge, through a notice, may require the contractor to removethe illegal occupation any time on or before construction and delivery.

22.19 SPECIAL NOTE :

Following details pertaining to work progress is mandatory.

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

(B) Material Management : Contractor shall provide following details

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

(C) Man power management :

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

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

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

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

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

The contractor shall not be permitted to tender for works in the SMC circle (Division in case of contractor of Horticulture/Nursery Categories) / SSCDL responsible for award and execution of contract in which his near relative is posted as Divisional Accountant or as an officer of any capacity between the grades of Surat Municipal Corporation -and Junior Engineer(both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and are near relatives to any Gazetted Officer in the SMC / SSCDL

or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractor of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in SMC / SSCDL for any breach of this condition.

Note: by the term "Near relatives" is meant wife, husband, parents and grandparents, childrenand grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding inlaws.

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

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

22.22 SUBLETTING OF WORKS:

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

22.23 SUB-CONTRACTORS FOR TEMPORARY WORKS ETC. :

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

ARTICLE 23
DISPUTE RESOLUTION MECHANISM

23.1 RESOLUTION OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer in charge, subject to a written

appeal by the Contractor to the Engineer in charge and these decisions shall be final and binding on the parties hereto. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible setteled amicably between the parties. If amicable settlement can not be reached then all disputed issues shall be settled as provided in (a)

(a) DISPUTE OR DIFFERENCES TO BE REFERRED TO:

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

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

23.2 DELETION OF ARBITRATION CLAUSE

ARBRITATION word or Clause should be considered deleted whereever written in the whole tender.

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

SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELEVERIED
For and on behalf of SSCDL /SMC by:	For and on behalf of THE CONTRACTOR by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)

In the presence of: 1.

2.

{COUNTERSIGNED and accepted by:

Name and particulars of other members of the Consortium}

Section VIII - Forms of Security and Contract Forms

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

Table of Forms

UNDERTAKING ON EARNEST MONEY SURRENDER:

I/We hereby tender for carrying out Design,Supply,Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion (herein before and herein after referred to a client of the work) as specified in the memorandum & under Price-Bid showing items of work to be carried out within time specified therein and in accordance with all specifications, designs, drawings and instructionsin writing referred to in provisions under annexed conditions of contract under contract documents and agree that all materials of construction in the work are to be procured by us.Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed thereto as fully applicable, and in default thereof, agree to forfeiture of and pay to the client, the sums of Earnest money mentioned inthe said conditions.

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

Amount to be specified in figures and words.
Place :
Date :
Address :

Signature of the
contracting agency submitting
the tender

Signed and given in presence of _____
Address :
Occupation :Signature of witness to

the contracting agency.

Rs. 100/- STAMP

FORMAT FOR BANK GUARANTEE

[1] In consideration of the Terms and Conditions of an "Agreement made between Commissioner, SURAT MUNICIPAL CORPORATION, Surat (herein after called" Surat Smart City Development Limited / Surat Municipal Corporation ") and…… (Contractor) (hereinafter called "Contractor" for the work of ……. ……. (Name of work) for the …… deposit for the due fulfillment by the contractor of the terms and conditions contained in the said agreement, We Bank of …….. (hereinafter referred to as the Bank) at the request of ……. (Name of Contractor) do hereby undertake to pay the Surat Smart City Development Limited/ Surat Municipal Corporation an Amount not exceeding Rs…….. against any loss or damage caused to or suffered by Surat Smart City Development Limited/ Surat Municipal Corporation by reason of any breach of any term or condition contained in the said agreement by the said Contractor.

[2] We Bank of…… do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the SURAT MUNICIPAL CORPORATION stating that the amount claimed in due by way of loss of damage caused to or would be caused to or suffered by the Surat Smart City Development Limited/ Surat Municipal Corporation by the reason of breach by the said contractor of any of the terms and conditions in the said agreement of by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs……..

[3] We undertake to pay the SURAT MUNICIPAL CORPORATION any money so demanded

notwithstanding dispute or disputes raised by the contractor. In any suit of proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

[4] We Bank of ……, ……. further agree that the guarantee herein contained shall remain in full force and effecting during the period that would be taken for the performance of the said agreement and that under or by virtue of said agreement have been fully paid and its clime satisfied or discharged or till Commissioner, SURAT MUNICIPAL CORPORATION, Surat clarified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this agreement is made on us in writing on or before (dt.) …… we shall be discharged from all liability under this Guarantee thereafter.

[5] We Bank of …… further agree with the SURAT MUNICIPAL CORPORATION that the SURAT MUNICIPAL CORPORATION shall have the fullest liberty without our consent and without in any manner our obligations hereunder to very and of the terms and conditions of the said agreement or to extend the time of performance by the said contractor from time to time or to postpone for any time or time to time any of the power exercisable by the SURAT MUNICIPAL CORPORATION against the said contractor and to Forbes or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said contractor or for any béarnaise, act or omission of the part of the SURAT MUNICIPAL CORPORATION or any indulgence by the SURAT MUNICIPAL CORPORATION to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for his provision have of a relieving us.

[6] This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

[7] We Bank of …… lastly under take not to revoke during its currency except with the previous consent of the Surat Municipal Corporation in writing.

NOT WITH STANDING ANYTHING CONTAINED HERE IN :

[1] Our liability under this bank guarantee is restricted to Rs.

[2] This bank guarantee is shall valid up to ……..

[3] Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part there of under this guarantee, only if serve upon us a written claim a demand in terms of the guarantee on or before dt. ……

THIS BANK GUARANTEE IS ENCASHABLE AT OUR BRANCH OFFICE AT SURAT

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

Seal, stamp and signature
of Bank's authorized Signatory

(To be notarized on stamp paper of appropriate value)

(1) The Joint Venture agreement made and entered into at _____(place) on _____day of _____(YEAR) by and between.

a. Firm A (Name with address of the registered office)
b. Firm B (Name with address of the registered office)

(2) Definitions: In this deed the following words and expressions shall have the meaning set out below.

a. "The Employer" shall mean Surat Smart City Development limited. / Surat Municipal Corporation

b. "The Works" shall mean _____ _____(Name of work) which is more particularly described in the pre-qualification and tender documents issued thereof by the Employer.

c. "The Tender" shall mean the Tender to be submitted by Joint Venture to the Employer for the work /works.

d. "The Contract" shall mean the contract entered /to be entered into between the Joint Venture and the Employer for the works.

SECTION IX - APPROVED LIST OF BANKS

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

1) Indian Bank
2) State Bank of India
3) Punjab National Bank
4) Bank of Baroda
5) Union Bank of India
6) Bank of India
7) Oriental Bank of Commerce
8) Canara Bank
9) Central Bank of India
10) Corporation Bank
11) Allahabad Bank
12) Indian Overseas Bank
13) Dena Bank
14) Syndicate Bank
15) Andhra Bank
16) Punjab & Sind Bank
17) Bank of Maharashtra
18) Vijaya Bank
19) United Bank of India
20) UCO Bank or Any other Nationalized Bank
21) IDBI
22) HDFC
23) AXIS Bank
24) ICICI Bank Limited
25) The Surat People's Co-operative Bank Ltd.

26) The Mehsana Urban Co-operative Bank Ltd.
27) Kotak Mahindra Bank
28) The Kalupur Commercial Co-operative Bank Ltd.
29) Rajkot Nagrik Sahkari Bank Ltd.
30) The Ahmedabad Mercantile Co-operative Bank Ltd.
31) Development Credit Bank Ltd.

SECTION XI - MEMORANDUM

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

(1)	General Description of work	:-	Design, Supply, Installation, Testing and commissioning of Continuous Ambient Air Quality monitoring system, weather monitoring system and water quality monitoring system for Surat including all allied works and O&M for five years post completion.
(2)	Estimate Cost	:-	Rs. **104,328,000 /-** **(Rupees Ten crore Fourty three Lakh twenty eight Thousand Only)**
(3)	Earnest Money Deposit	:-	Rs 1,043,280 (Rupees Ten Lacs Forty Three Thousand Two Hundred and Eighty only) by the way of Pay order / Demand Draft issued in favour of SURAT MUNICIPAL CORPORATION, Surat through Nationalized Bank only payable at Surat Or The tenderer shall pay Fifty (50%) percent amount of EMD i.e Rs. 521,640(Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) in the form of Bank Guarantee from the Nationalized Bank only. The balance of the

			EMD i.e Remaining (50%) Fifty Percent i.e Rs. 521,640 (Rupees Five Lakh twenty one Thousand six hundred and fourty rupees only.) is to be deposited by way of pay order / Demand Draft issued in favour of / Surat Municipal Corporation, Surat through Nationalized Bank only payable at Surat.EMD in no other form shall be accepted.
(4)	Performance Security	:-	10% of Contract Value (Out of total Performance Security 10% of the contract value, initial Performance Security at 5% of the contract value shall be deposited by the bidder in the form of FDR/BG of listed nationalized Bank within 15 days on acceptance of tender, and remaining Performance Security shall be deducted from the each R.A. Bill at rate of 5%) In case of unbalanced offer being found by SSCDL/SMC, contractor may be asked to deposit additional performance security as provided in the contract In case of unbalanced offer being found by SSCDL/SMC contractor may be asked to deposit additional performance security as provided in the contract
	Total Performance Security		Rs. 10% of tender amount (Article-5) In case of unbalanced offer being found by SSCDL/SMC contractor may be asked to deposit additional performance security as provided in the contract
(5)	Retention Money	:-	7 % of total amount of work done (shall be released at the time of final bill)

(6)	Time allowed for the completion of work from date fixed in written order to commence	:-	06 (Six) Months (Including monsoon)
(7)	Penalty for delayed work	:-	In event of these Milestones not having being achieved, an amount computed at0.2% of Remaining Amount of Work per day subject to a Maximum of 10% of Total Contract Value shall be retained. Liquidated Damages shall start being retained as per contract on value of Remaining work on not achieving intermediate Milestones 1,2,3. The Liquidated damages shall be released without interest or charges if contractor achieves Milestone 4 before completion of approved time limit including extension of time limit, if approved or else the same shall be adjusted as Liquidated Damages for delay in performance.
(8)	The progress of work should confirm to the following schedule		
	Financial Target (% of contract value) - 10%	:-	25 % of the time limit
	Financial Target (% of contract value) - 50%	:-	40 % of the time limit
	Financial Target (% of contract value) - 75%	:-	75 % of the time limit
	Financial Target (% of contract value) - 100%		100 % of the time limit
(9)	Defect liability period	:-	5 (Five) years after issue of completion certificate
(10)	Construction Cess	:-	1% of Total work done & to be deducted in every bill

D. General Manager / Executive Engineer
(Drainage)
SURAT SMART CITY DEVELOPMENT
LIMITED/SURAT MUNICIPAL
CORPORATION

SIGNATURE OF THE CONTRACTOR.

NAME AND ADDRESS :-