



**SURAT MUNICIPAL CORPORATION
PUBLIC PARKS AND GARDEN DEPARTMENT**

TECHNICAL BID: VOLUME - I

NAME OF WORK : Horticultural Maintenance work of Fragrance Garden in North Zone.

ON LINE TENDER NOTICE No. ACE/PPG/04/2020-21.

Work No.: 09

**PERIOD OF DOWN LOADING
OF TENDER FROM : 30/09/20 TO 12/10/20 UP TO 17.00 Hrs**

ONE LINE SUBMISSION DATE : UP TO 12/10/20 UP TO 18.00 Hrs

**SUBMISSION OF TENDER FEE,
EMD (IN HARD COPY) ETC. BY
R.P.A.D. / SPEED POST ONLY : 13/10/20 TO 20/10/20 UP TO 18.00 Hrs**

ESTIMATED AMOUNT : Rs. --

EARNEST MONEY DEPOSIT : Rs. 7,000.00

TENDER FEE : Rs. 1,008.00

**2020 – 2021
To be submitted at,
Chief Accountant,
Surat Municipal Corporation.
Muglisara,
Surat – 395 003.**



SURAT MUNICIPAL CORPORATION
TENDER DOCUMENT

-: I N D E X:-

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SURAT MUNICIPAL CORPORATION
PUBLIC PARKS AND GARDEN DEPARTMENT
FOR

NOTE - (A):-

- (1) Tender once offered shall not be withdrawn except with the permission of Municipal Commissioner.
- (2) Tender once accepted shall be binding to the contractor even if the formal agreement is not signed.
- (3) Items may vary with regards to their quantities if necessity arises.
- (4) All duties chargeable by the Municipal Corporation will be payable by the contractor.
- (5) Every partner of a firm shall have to sign the tender documents otherwise the same will not be considered.
- (6) The rate of any extra item or/miscellaneous item to be executed shall decided as per Government S.O.R.of the year 2009-2010 (+) plus or (-) minus percentage higher or lower stated in the tender.
- (7) No work shall be done between sunset and sunrise or on Sundays and Public Holidays.

Garden Superintendent
Public Parks & Garden

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:



SURAT MUNICIPAL CORPORATION
PUBLIC PARK AND GARDEN DEPARTMENT

NOTICE TO CONTRACTORS: -

(1) Tenders are invited for the work of **Horticultural Maintenance work of Fragrance Garden in North Zone** as per **Offer Rate Tenders** will be received in sealed cover addressed to The Chief Accountant, Surat Municipal Corporation, Surat-395 003 with the name of work written on the top of envelop by the Accountant in his office by R.P.A.D. or Speed Post only from **13/10/2020 to 20/10/2020** at 6:00 P.M. standard Time and will be opened on the next day if possible. A sum of **Rs.7,000.00** on account of earnest money should be paid in the Municipal Treasury by Demand Draft or Pay Order payable at Surat only. Earnest Money in the form of cheque will not be accepted. The Amount will be forfeit in case after his quotation is accepted, the contractor does not complete the contract documents and pay the amount of Security Deposit of 2% (Two percent) of the tender value within the specified time, otherwise it will be refunded. The work is to be completed within 3 years from the date of written order to commence the work.

(1a) **Average Annual financial turnover during the last 3 year, i.e. 01/04/17 to 31/03/20 Should be at least Rs.2,04,293/- 30 % of amount.**

(1b) **Experience of heaving successfully completed similar works during last 7 year ending last Day of month previous to the one in which applications are invited should be either of the Following.**

a) **Three similar completed works costing not less than Rs.2,72,390/- amount equal to 40%.**

OR

b) **Two similar completed works costing not less than the Rs.3,40,488/- amount equal to 50%.**

OR

c) **One similar competed work costing not less than the Rs.5,44,781/- amount equal to 80%.**

(1c) **Similar works defines as horticultural development and maintenance works in gardens/ dividers /BRTS Route / Municipal Sites / Corporate / Government / Semi Government Sites. These works must be done at central / state government, semi government, municipal sites, corporate company (public limited) sites with authenticated supporting documents i.e. work orders and their completion certificate.**

(2) Information regarding works etc. as well as a blank tender form can be downloaded from website <http://smc.nprocure.com> and detail tender notice available on web site of Surat Municipal Corporation at www.suratmunicipal.gov.in Bidders shall have to submit their tenders through on line website <http://smc.nprocure.com>.

Online Downloading of tender document : **Dt. 30/09/20 to 12/10/20 up to 17:00 hrs.**

Online Submission date : up to **12/10/20 up to 18:00 hrs.**

(3) The contractor should quote rate both in words and figure. The amount should be worked out by him and in requisite totals given. No. Alterations in the form of quotation and in schedule of quantities and no additions in the shape of special stipulation will be permitted. Quotations which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected.

(4) The tenderer shall submit his tender in sealed cover with the name of work written outside the envelope as under.



- (a) Technical Bid (Volume-I), Earnest Money Deposit Cover, Registration Certificate, Experience Certificate and Solvency Certificate for the work Shall be enclosed in ENVELOPE-1.
- (b) Price Bid (Volume-II) for the work Shall not be enclosed.
- (c) Sealed Envelope / cover for the work, mentioning tender notice no. and name of work on the cover Shall be sent to the Chief Accountant, Surat Municipal Corporation, Mughlisara, Surat only through R.P.A.D./ Speed Post only from **13/10/20 to 20/10/20** up to 18:00 hrs.

Technical bid of bidders will be opened first and tender found un-conditional, Earnest Money Deposit Cover, Registration Certificate, Experience Certificate, Audited Balance Sheet of last financial year and Solvency Certificate then after price bid will be opened by competent authority. If technical bid finds insufficient documents then the Price Bid of the tender shall not be opened.

- (5) Acceptance of quotation will rest with the competent authority that does not bind him to accept the lowest and reserves the right to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof. The tenderers whose quotation is accepted will have to enter into a regular contract and abides by all rules and regulations embodied in the tender.
- (6) The contractor shall particularly note the units on which the rates are based. In case the amount shown in the last column as worked out by the tendered differ from that worked out from the quantity and the rates, the amount based on the rates will be taken as correct. In case the rate in word differs from that in figure, the former will be taken as correct. No change in units shall be allowed.
- (7) The contractor will have to attach to the tender:-
 - (i) Solvency certificate without which such tenders are liable to be rejected. The Solvency certificate for the current financial year should be for the amount equal to 20% of the tender value of the work.
 - (ii) A list of work in hand showing the cost of the work to be completed against each the certificate from the Head of Office concerned.
 - (iii) Every contractor shall furnish along with the tender, information regarding income-tax the circle of the District in which he is asked for income-tax the reference No. and year of assessment.
- (8) The tenders who do not fulfill any of the condition or those in the printed form and those tenders who are incomplete shall be forthwith rejected.
- (9) In view of the different position regarding the availability of foreign exchange, no foreign exchange would be released by the Department for the purchased, of plant and machinery required for the execution of the work contracted for.
- (10) The Tender will be liable to be rejected outright, if while submitting it:-
 - (i) The Tendered proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
 - (ii) Any of the pages of the tender are removed or replaced.
 - (iii) In the case of item rate tender, the rates are not entered in ink in figure and towards and the total of each item and grand total are not struck by the tendered in ink in the last column of Schedule- 'B' under his signature.
 - (iv) Any errors are made by him in the tender.
 - (v) All correction and additions or pasted slips are not initialed by tenderers.



- (vi) The tender or in the case of a firm each partner thereof does not sign or the Signature/Signatures is/are not attested by a witness on Page 2 of the tender in the space provided for the purpose.
- (11) The contractors will have to construct shed for storing controlled and valuable materials at work site having double looking arrangement. The material will be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of works.
 - (12) The contractor shall also attach list of machinery in their possession and which they propose to use for the works.
 - (13) ALL OCTROI DUTY and other taxes chargeable by the Municipal Corporation shall be payable by the contractor.
 - (14) Tender once accepted shall be binding on the contractor even if the formal agreement is not signed.
 - (15) Tender once offered can be not being withdrawn except with the permission of Garden superintendent. Surat Municipal Corporation.
 - (16) The successful tendered will be required to enter into agreement with the Municipal Corporation within 10 days from the date of placing firm order.
 - (17) The successful tendered may be required to furnish surety of 20% of the contract value on stamp paper if so desire by the Commissioner.
 - (18) The Tenderers are requested to give complete specification of papers quoted.
 - (19) Unless specifically mentioned by the tendered for the extra payment of taxes on prices quoted by them it will be presumed the prices quoted are inclusive of the taxes and no claim will be entertained for payment of extra taxes on the bills submitted by item.

GARDEN SUPERINTENDENT
PUBLIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION.

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-



GENERAL DETAILS OF WORK IN BRIEF:

1. Name of work **Horticultural Maintenance work of Fragrance Garden in North Zone.**
2. Estimated cost put to tender **Rs. --**
3. Amount of Earnest Money **Rs. 7,000.00**
4. Period of down loading of tender from : **Dt. 30/09/20 to 12/10/20 up to 17:00 hrs.**
5. Blank Tender will be available on website [http:// smc. nprocure. com](http://smc.nprocure.com) and detail tender notice available on web site of Surat Municipal Corporation at www.suratmunicipal.gov.in Bidders shall have to submit their tenders through on line website <http://smc.nprocure.com>.
6. Last date of on line submission **up to 12/10/20 up to 18:00 hrs.**
7. Last date of physical submission **From 13/10/20 to 20/10/20 up to 18:00 hrs.**
8. Filled Tender to be sent to The Chief Accountant,
By R.P.A.D./ Speed post through Surat Municipal Corporation,
Surat. Postal authority only.
9. Date time and Place of opening
The tender If possible on **Dt. 21/10/2020** at 16 hours
10. Validity Period of tender Offer 04 months (120 days) from the date of opening
Of the tender.
11. Contract period for
Completion of the work, from
The date of work order given. 36 (Thirty Six Months) (including monsoon)
12. Mode of offering the Tender **Offer Rate Tender**

GARDEN SUPERINTENDENT
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION.

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-



SURAT MUNICIPAL CORPORATION
PUBLIC PARK AND GARDEN DEPARTMENT

INFORMATION TO BIDDER REGARDING PROCEDURE FOR TENDER SUBMISSION:

1. Tender documents are available on website <http://smc.nprocure.com> and detail tender notice available on web site of Surat Municipal Corporation at www.suratmunicipal.gov.in Bidders shall have to submit their tenders through on line website <http://smc.nprocure.com>.

Bidders shall have to download the tender documents and submit the rate on line by using respective website.

2. Submission of RECEIPT OF TENDER DOCUMENTS :
The following details are to be submitted online on smc.nprocure.com :

SCAN COPY DOCUMENTS

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

- Tender fee in form of D.D. / Pay order
- Earnest money deposit in form of D.D./Pay order.
- Certified copies of experience.
- Other Technical Information's if any.
- Certified copy of Bank Solvency Minimum amount 20% (01.37 lakh to more) of tender of current year.
- List of works in hand indicating amount of each work.
- List of machineries and equipments.
- Audited Balance Sheet of last three financial year.
- Certified copy of labour liscence, labour PF, GST registration & pan cards

“ Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid . This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D.in original through RPAD/ Speed post so as to reach to Account Department (Main Office) within 7 days from the last date of uploading . Penaltative action for not submitting D.D. in original to Account Department (Main Office) by bidder shall be initiated and action shall be taken for abeyance of registration and cancellation of E- tendering code for One year . Any documents in supporting of bid shall be in electronic format only through online (by scanning) & hard copy will not be accepted separately.”

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

GARDEN SUPERINTENDENT
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION.

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-



SURAT MUNICIPAL CORPORATION
PUBLIC PARK AND GARDEN DEPARTMENT

CONTRACTOR TO PLEASE READ THIS CAREFULLY

- (1) If the tender is taken in favor of the company, a company of attorney in favor of the person who may have signed the tender for the company must accompany the tender.
- (2) Solvency certificate of Bank or a Revenue Officer of an amount up to 20% of the tender cost plus works on the hand still to be executed will have to be produced by the contractor.
- (3) Voucher for earnest money must accompany the tender. Tendered may pay earnest money in form of a crossed demand draft of a local Bank drawn in favor of the Municipal Commissioner. Earnest Money by cheque shall not be accepted.
- (4) The contractor shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and Ward under he is which assessed.
- (5) Copies of certificate as regards previous experience, if any must accompany the tender.
- (6) Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
- (7) All pages of Schedule: 'A & B' & specification should be initialed by the contractor.
- (8) All corrections, erasures & over writing should be initialed by the contractor.
- (9) Discrepancies and adjustment of errors:-Any error in quantity or amount in Schedule-'B' showing item of works to be carried out shall be adjusted in accordance with the following rules:-
 - (a) In the event of a discrepancy between description in works and figures quoted by a tendered in the 'rates' column, the descriptions in words shall prevail.
 - (b) In the event of and error occurring in the amount column of the Schedule- 'B' showing items of works as a result of wrong multiplication of the unit rate and quantity, the units rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
 - (c) All the errors in totaling in amount column and in carrying forwarded total shall be corrected.
 - (d) Any rounding of amounts against item' or in 'totals' shall be ignored.

The tendered sum so altered shall, for the purpose of the tenders, be substituted for the sum originally tendered and considered for acceptance.
- (10) (I) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per instruction No.1 to 9 above are not complied with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the guidance of contractor" of his form.
 - (ii) Right is reserved to reject any or all tender (s) without assigning any person (s) thereof.
- (11) In addition to the above the tender will also be liable to rejected outright if :-
 - (I) the tendered proposes any alteration in the works specified or in the time Allowed for carrying out the work or any conditions or correction made in any code or made of Schedule-'B' or specifications.



(ii) Any of the page or pages of the tender is removed or replaced.

(iii) All corrections, additions or pasted slips are not initialed by the tendered.

(iv) Any erasures is made by him in the tender

AND

(v) The tendered or in the case of a firm, each partner or person hold wing the power of attorney thereof does not signed or the signature/s is/are not attested by a witness on page-9 of the tender in the space for the purpose.

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

(13) (1) the several documents forming the contract are the essential part of the contract and requirement occurring in one is as binding as through occurring in all, they are intended to be mutually explanatory and complementary and to described and provide for a complete work.

(2) In the event of any discrepancy, the several documents forming the contract or in any the Document, the following order or precedence should apply:-

(A) Dimension & quantities :-

(I) Drawings.

(ii) Schedule-B of the tender form.

(iii) Specification.

On drawings, figures, dimensions, unless obviously incorrect will followed in preference to sealed dimensions.

(b) Description :

(I) Schedule-B of the tender form.

(ii) Drawings.

(iii) Specifications.

In case of defective description or ambiguity, the Garden Superintendent should issue further instructions direction in what meaner the work is to be carried out it being understood that the best modern practice is too followed. The contractor should forthwith comply with such instructions.

(3) The contractor should taken no advantage of any apparent error or commission in drawings or specification and the Garden Superintendent shall make such corrections and interpretation as necessary to fulfill the intent of the Plants and specifications.



(4) No with standing that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contract shall be held responsible for all damages whether to the work under execution or to any other property or to lives of persons during the progress of the work and the period of maintance.

(5) Plans are for rough guidance only when detailed plans are received from the Architect of corporation during the course of execution the same will super-seed previous plans.

Garden Superintendent
Public Parks & Garden
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-



SURAT MUNICIPAL CORPORATION

IMPORTANT INSTRUCTION-A TO THE CONTRACTOR

- 1) This tender document containing page no. 01 to 48 duly sign by the tenderer should be furnished to Corporation treasury along with the amount of earnest money deposit as mentioned in tender notice. If any of the drawings or papers is removed from the tender, the tender shall be rejected and E.M.D. shall be forfeited.
- 2) The tenderer who wants to propose something in written, he should write it on his letter head or another paper, anything written on tender papers shall not be considered by corporation and contractor shall not intend to do so.
- 3) Following certificate shall be enclosed with tender.
 - a) Tender fee in form of D.D. / Pay order
 - b) Earnest money deposit in form of D.D./Pay order.
 - c) Certified copy of Bank Solvency Minimum amount 20% (01.37 lakh to more) of tender of current year.
 - d) Certified copies of experience.
 - e) Audited Balance Sheet of last three financial year.
 - f) List of works in hand indicating amount of each work.
 - g) List of qualified staff along with the agreement copies.
 - h) List of tools & machineries for the garden work.
 - i) Relevent certificate indicating below mentioned amount

Average Annual financial turnover during the last 3 year, i.e. 01/04/17 to 31/03/20
Should be at least Rs.2,04,293/- 30 % of amount.

- (1) Experience of heaving successfully completed similar works during last 7 year ending last Day of month previous to the one in which applications are invited should be either of the Following.

- Three similar completed works costing not less than Rs.2,72,390/- amount equal to 40%.
OR
- Two similar completed works costing not less than the Rs.3,40,488/- amount equal to 50%.
OR
- One similar competed work costing not less than the Rs.5,44,781/- amount equal to 80%.

Similar works defines as horticultural development and maintenance works in gardens/ dividers /BRTS Route / Municipal Sites / Corporate / Government / Semi Government Sites.

These works must be done at central / state government, semi government, municipal sites, corporate company (public limited) sites with authenticated supporting documents i.e. work orders and their completion certificate.

GARDEN SUPERINTENDENT
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION.

SIGNATURE OF THE CONTRACTOR:-

ADDRESS:-



DECLARATION FORM

- (1) I/We hereby declare that I/We have visited the site and fully acquainted myself/ourselves with the local situation regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (2) I/We hereby declare that I/We have carefully studied the conditions of contract, specifications and other tender documents of this work and agree to execute the same accordingly.

Garden Superintendent
Public Parks & Garden
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-
DATE:-
PLACE:



SURAT MUNICIPAL CORPORATION

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

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

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

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

- (2) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it shall be signed on his behalf by a person holding a power of attorney authorizing him to do so.
- (3) Receipts for payments made on account of any work, when executed by a firm, shall also be signed by all the partners, except where the contractor are described in their tender as a firm, in which case the receipts shall be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
- (4) Any persons, who submit tender shall fill up the usual printed form including the Column' total according to estimated quantities, stating at what rate he is willing to undertake the each item of the works, Tenders which proposal any alterations in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any short, will liable to be rejection No. single tender include more than one will liable to be rejection No. single tender include more then one work but contractors who wishes to tender for each. Tender shall have (to which they refer) written outside the envelope.
- (5) The Commissioner or his duly authorized assistant shall open tender in the presence of any intending contractors who have submitted tender or their representatives who may be present at the time. In the event of a tender being accepted, the contractor shall there upon for the purpose of identification, sign the copies of the specifications and other documents mentioned in this tender. In the event of the tender being rejected, the divisional officer shall authorize the accountant to refund the amount of earnest money deposited to the contractor making the tender on his giving a receipt for the returned of the money.
- (6) The officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
- (7) No receipts for any payment alleged to have been made by a contractor in regard to any matter to this tender shall be valid and binding on corporation unless it is signed by the Garden superintendent.
- (8) The memorandum of work to be tendered for and the schedule of materials tube supplied by the concern department and their rates shall be filled in and completed by the officer of the Garden



superintendent before the tender form is issued. If a form issued an intending tendered has not been so filled in and completed, he shall request the said officer to have this done before he completes and delivers his tender.

- (9) All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
- (10) Under no circumstances shall any contractor be entitled to claim unhandred rates for any items in this contract.
- (11) Every contractor shall unless excepted in writing by the Additional City Engineer concerned, produced along with the tender, a solvency certificate of his financial stability from the Collector of the District within which he resides or a Bankers certificates. If he fails to produce such a certificate, tender may not be considered.
- (12) All corrections and additions or pasted slips should be initiated.
- (13) The measurement of work will be taken according to the usual method in use in the public works department and no proposals to adopt alternative methods will be accepted. The Engineer-in-charge decision as to what is "the usual method in use in the public works department" will be final.
- (14) A. The Insurance Company's bond will not be accepted against the Security Deposit.
- (15) The contractor shall have to attach to his tender Income Tax Clearance Certificate to be obtained from the Income Tax Officer.
- (16) The Contractor will have to construct a shed for storing control and valuable materials issued to him under Schedule-'A' of the agreement at work site having double locking arrangement. The materials will then be taken for use in the presence of the department person. No materials will be allowed to be removed from the site of work except with the written permission from Garden superintendent
- (17) No foreign exchange will be released by the Corporation for the purpose of plant and machineries required for the execution of the work contracted for.
- (18) Controlled materials (Essentiality certificate)
 - (i) As regard controlled materials the Corporation will help to arrange for the permit as far as possible and help the contractor in securing for the permit as far as possible and help the contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the contractor himself. Though the Corporation will help to arrange for the permit as far as possible and help the contractor in obtaining the materials it shall not accept any responsibility for any delay or loss on account of delay caused to the contractor while obtaining the same.
 - (ii) The contractor shall submit to Garden superintendent on Close of every calendar months, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled materials during the month.
 - (iii) The contractor shall permit the Garden superintendent or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Garden superintendent or his representatives so desired (s).
- (19) The tender for work shall remain open for a period of 120 days from the date of opening of the tenders for this works and that the tendered shall not be allowed to withdraws or modify the offer



on his own during this period. If any tendered withdraws or makes any modifications or addition/s in the terms and conditions of his tender, not acceptable to the corporation then the corporation shall without prejudice to any right or remedy be at liberty in full the said earnest money absolutely (in figures as well as in words). This Blank Space should be filled in while preparing the draft tender papers.

- (20) The contractor shall employ only such laborer who shall produce a valid certificate of having been vaccinated against small pox within a period of last 3years.
- (21) Tendered should submit True Copy of the Certificate of Registration along with the tender without which the tender will not be considered.
- (22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reckoned as final and no excuse or representation in that behalf shall be entertained at later date.
- (23) "What ever sales tax is levied by the Government on works contract and if paid by the contractor in the first instance, shall be refunded to the concerned contractor by Corporation.

Garden Superintendent
Public Parks & Garden

SIGNATURE OF THE CONTRACTOR:-

ADDRESS:-

DATE:-



IMPORTANT INSTRUCTION TO TENDERER

1. _____
| Affix latest
| Passport size
| Photo of
| tendered

|

|

| _____

Specimen Signature of the Contractor

**AFFIX LATEST PASSPORT SIZE PHOTOGRAPH OF ALL PARTNERS
IN CASE OF PARTNERSHIP AGENCY**

2. _____
- | 1 | 2 | 3 | 4 |
|---|---|---|---|
| | | | |

**A FFI LATEST PASSPORT SIZE PHOTOGRAPH OF
ALL PARTNERS IN CASE OF PARTNERSHIP AGENCY**

Specimen signature of all partners incase of partnership agency.

1. _____ Submission of Registered Agreement is compulsory in case of partnership agency.
2. _____
3. _____
4. _____

3. Submission of income tax clearance certificate of last three years is compulsory for tendered submitting agency.
4. Submission of sale tax certificate, with proof of residence is compulsory for tendered.
5. In case of Government royalty applicable to tendered, it is compulsory to submit a receipt of royalty payment with tender.
6. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of SMC.



7. The specimen signature of contractor will be cross checked by Account Department of SMC, in case of representative of Contractor along with letter of authority of a person who signed an agreement, receives payment.
8. In case of octroi applicable to the goods of supplier/tendered, the tendered/supplier has to submit attested copies of Xerox of all octroi receipts.

Garden Superintendent
Public Parks & Garden
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-
DATE:-



TENDER FOR WORKS

I/We hereby tender for the execution for the Surat Municipal Corporation (herein before and after referred to as "Municipal Corporation") of the work specified in the memorandum within the time specified in such memorandum at the tendered rates specified in schedule-B (memorandum showing items of work to be carried out) and in accordance in all respects with the specification, designs, drawings, and instructions in writing referred to in Rule I hereof and in Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Municipal Corporation such material and the rates to be paid for them shall be as provided in schedule-A here to.

Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions of contract annexed hereto so far as applicable, and in default thereof to forefeet and pay to Municipal Corporation in office the sums of money mentioned in the said conditions.

Receipt No. _____ dated _____ from
Municipal Corporation in respect of the sum of
Rs. _____ /A crossed order cheque

Amount to be
specified in
word & figures

Of Rs. _____ No. _____ Dated _____ on the in
Favor of the Commissioner, Surat Municipal Corporation is
Herewith forwarded representing the earnest money the full
Corporation should I/we not deposit the full amount of security
Deposit specified in the Memorandum, in accordance with Clause
(I) of the said conditions.

Strike out (a) if
no cash security
taken

Contractor:

before

Signature of the
Contractor
Submission of tender

Address:

Dated the _____ day of _____ 2020

(Witness)

(Address)
(Occupation)

Signature of witness to
Contractors
Signature

The above tender is hereby accepted by me on
Behalf of the Surat Municipal Corporation.

GARDEN SUPERINTENDENT,
PUBIC PARKS AND GARDEN DEPARTMENT
S.M.C.SURAT MUNICIPAL CORPORATION.

Signature of the
Officer by whom
Dated day of 2020 accepted.



CONDITIONS OF CONTRACT

CLAUSE-1. The person/persons whose tender may be accepted (here in after called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within 10 days of the receipt by him of the notification of the acceptance of his tender) deposit with Municipal Commissioner in cash or Government securities endorsed to the Commissioner sum sufficient which will make up the security deposit specified in the tender. If tendered fails to deposit initial security deposit within 15 days from the date of issue of work order. He has to pay penalty at the rate of 0.065% per day of the Amount of security deposit.

Security Deposit

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

CLAUSE-2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation a percentage amount (shown in the attached Memorandum) of the tendered cost of the whole work as shown by the tender for every day that the work remains uncompleted or unfinished after the proper days, And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete parts of the work during the period shown in the attached Memorandum.

Compensation of the delay

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

CLAUSE-3. In any case in which under any clause of or clauses this contract the contractor shall have tendered himself liable whole of to pay compensation amounting to the security deposit (whether deposit is paid in one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the contractor or any other causes, the Commissioner on behalf of the Corporation shall have power to adopt of the following courses, as he may deem best suited to

Action when Whole of this security forfeited.

The interest of Municipal Corporation.

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

(b) To employ labour paid by the Public Parks & Garden Dep't. and to supply material to carry out the works, or any part of the work debiting, the contractor with erectness of which cost and price the certificate of Executive Engineer shall be final and conclusive against the contractor and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the



contractor under the terms of his contract, and in that case the certified of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

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

In the event of any of the above courses be adopted by the Commissioner the contractor shall have no claim to compensation for any loss sustained by him by reason of his purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the

contract shall be rescinded under provision aforesaid, the contractor shall not be entitled to recover, or be paid any sum for any work there to actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to paid the amount So certified.

Action when the progress of any Particular portion of the work is unsatisfactory

CLAUSE-4. If the progress of any particular portion of the work is unsatisfactory the Commissioner shall notwithstanding that the general progress of the work is satisfactory in accordance with clause 2, be entitled to take action under clause 3 (b) after giving the contractor 10 day's notice in writing and contractor will have no claim for compensation for any loss sustained by him owing to such action.

Contractor remains liable to pay compensation if action not taken under clause (3) Power to take

CLAUSE-5. In any case in which any of the powers conferred upon the

Commissioner by clause 3 and 4 hereof shall have become exercisable and same shall not have been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof such powers shall notwithstanding be exercisable in any future case default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

possession of, require or removal Of, or sell contractor's plan.

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

Extension to time conclusive



and certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any of any sale shall be final and against the contractor.

CLAUSE-6. If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Commissioner within 30 days from the date on which he was hindered as aforesaid on or which the cause for asking for extension occurred and the Commissioner may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Commissioner in this matter shall be final.

CLAUSE-7. On completion of the work the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor shall the work be considered to complete until the contractor shall have removed from the premises on which the work shall have been executed all scaffolding, surplus materials and rubbish, and shall have cleaned of the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer-in-charge or

Final Certificate.

where the measurement have been taken by his subordinates until they have received the approval of the Engineer-in-charge, the said

Measurement being binding and conclusive against the contractor.

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

CLAUSE-8. No payment shall be made for any work, estimated to cost less than rupees one thousand, till after the whole of the said work shall have been completed & a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall, on submitting a monthly bill therefore be entitled to received payment proportionate to the as advances. Percentage shown in the attached Memorandum of the part of the works than approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

Payment on intermediate diet certificate to regarded

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



CLAUSE-9. The rates for several items of the work agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted as completed the Engineer-in – charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Payment at reduced rate on account of Item of work not accepted as completed to be the discretion of the Engineer-in charge.

CLAUSE-10 .A bill may be submitted by the contractor once in each month on or before the date fixed by the Engineer - in - charge for all works executed in the previous months, and the Engineer -in- charge shall

Time for Bills to be submitted.

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

CLAUSE-11.The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms



CLAUSE-12. If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Store or if it is required that the contractor shall use certain Municipal stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control meaning or effect of the contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as may be required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit, or the proceeds of sale thereof shall be deposit is held in Government securities the same or a sufficient portion thereof shall in that case be sold for the purpose. All material supplied to the contractor shall remain the absolute property of Municipal Corporation and shall on no account be removed from the site of the work, and shall at all times be opened to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Public Parks & Garden Deptt.store, if the Engineer-in-charge so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

Stores supplied by Municipal Corporation.

CLAUSE-13.The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and in every other respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instruction on aforesaid.

Works to be executed in accordance with specifications, drawings orders etc.



CLAUSE-14. The Engineer-in-charge shall have power to take any alteration in, or addition to the original specifications, drawings, designs and instruction that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which on rates is specified in this contract than such class of work shall be carried out at the rates entered in the schedule of rates of Municipal Corporation or at the rates mutually agreed upon between the Engineer-in-charge and the contractor whichever are lower if the additional or altered work for which no rate is entered in the schedule of Rates of Municipal Corporation is ordered to be carried out at before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or insure any expenditure in regards thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in such case he shall only be the entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Commissioner will be final.

Alteration in specifications and design not to invalidate contractors.

Where, however, the work shall have to be executed according to the designs; drawings and specifications recommended by the contractor and

Rates for works not entered in estimate or schedule of rates of the Municipal Corporation.

Accepted by the competent authority the alteration above referred to shall within the scope of such designs drawings and specification appended to the tender.

The time limit for the completion of work shall be extended in the proportion that the increase in its cost occasioned by alterations or addition the cost of the original contract work, and the additions or certificate of the Engineer-in-charge as to such proportion shall be conclusive.

Extension of time in consequence of alterations.

CLAUSE-15. If at any time after the execution of the contract documents the Engineer-in-charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall there upon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work nor having been carried out, or on account of any loss

No compensation for alteration In or restriction of works to be carried out.



that he may be put to on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions may involve any curtailment of the work as originals contemplated. Where which however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the said notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge, provided they are not in excess of requirements and are of approved quality and/or shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge, whose decision shall be final. If the contractor suffers any loss on account of his having to pay labour charges during the period during which to stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Engineer-in-charge, whose decision shall be final, may consider reasonable, provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the garden superintendent, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

CLAUSE-15-A. The contractor shall not be entitled to claim any compensation from Municipal Corporation for the loss suffered by him on account of delay by Municipal Corporation in the supply of materials entered in schedule A' where such delay is caused by

On claim to compensation on account of loss due to delay in supply of

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

Materials by Municipal Corporation.

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

CLAUSE-16. The contractor is to set out and levy the work & will be responsible for the accuracy of same. He is to provide and maintain measuring and surveying instruments including steel tapes, theodolite and dumpy level at all times for proper carrying of the work and for the use of Executive Engineer and his representative including skilled attendance.

CLAUSE-17. The Contractor is to cover up and protect the works from the weather, and is suspend all 'wet' operations during weather which, in the Executive Engineer opinion, will be detrimental to the work.

CLAUSE-18. Samples of each class of material and workmanship shall be submitted by the Contractor for the approval of Executive Engineer and after such approval these samples shall be deposited at any place the Executive Engineer may appoint and the Contractor shall be required to perform all the works of this contract in accordance with the samples.

CLAUSE-19. On completion, all work must be cleaned down; rubbish removed and the



works and land cleaned of rubbish; surplus materials and other accumulations, and everything left in a clean and ordinary condition.

CLAUSE-20. The contractor shall provide, erect and maintain proper sheds and temporary buildings for the storage and protection of materials and goods and for the execution of work which may be fabricated or brought on the site.

CLAUSE-21. The contractor is to set out and level the works and will be responsible for the accuracy of the same. He shall also be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the structures as shown in the drawings supplied to him. If at any time any error shall appear during the progress of any part of the work, the contractor shall at his own expense rectify such error if called upon to the satisfaction of the Executive Engineer.

CLAUSE-22. The contractor shall permit the execution of the work not provided for in the tender by artists; tradesman, or others engaged by the Municipal Corporation. The contractor shall allow all reasonable facilities and the use of his scaffolding and water for the execution of such work, but is not required to provide any special scaffolding for the execution of such work except by special arrangement with Municipal Corporation.

CLAUSE-23. Under no circumstance whatsoever shall the contractor be entitled to any compensation from Municipal Corporation on any account unless the contractor shall have submitted a claim in writing to the Engineer - in - charge within one month of cause of such claim occurring.

Time Limit for Unforeseen claims.

Clause 24. If at any time before the security deposit is refunded to the contractor, it shall appear to the garden superintendent or his subordinate in charge of the work that any work has been executed with unsound imperfect, or unskillful workmanship or with materials of inferior quality; or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, it shall be lawful for the garden superintendent to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost; and in the event of his failing to do so within a period to be specified by the garden superintendent in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the tender for every day not exceeding ten days, during which the failure so centimeter and in the event of any such failure as aforesaid the Engineer-in-charge may rectify or remove and execute the work or remove and replace the materials or articles complained or as the case may be at the risk and expense in all respects of the contractor, should the garden superintendent consider that any such inferior work or materials as described above may be accepted or made use of it; shall be within his discretion to accept the same at such reduced rates along with the appropriate penalty as the Commissioner may deem fit. The period to be counted from that date of final completion and handing over of the work to the Municipal Corporation during which the contractor is so liable for any defects in the work shall be the Defects Liability Period shown in the attached Memorandum.

Action and compensation payable in case of bad work.



CLAUSE-25. All works under in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the garden superintendent and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the garden superintendent or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Work to open is inspection.

Contractor is responsible agent to be present.

Clause 26 .The contactor shall give not less than five day's notice in writing to the Engineer-in- charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured; and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of the Engineer- in- charge or his subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

Notice to be given before works is covered up.

CLAUSE-27 If the contactor or his workmen; or servants shall break, deface injure or destroy any part of a building in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed; or if any damage shall be done to the work for any cause whatever while it is in progress or if any imperfection become apparent in it within the Defect liability period mentioned above by garden superintendent the contactor shall make good the same at his own expense, or in default the Engineer in charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of Engineer-in-charge shall be final) from any sum that may be due or thereafter became due to the contractor or from his security deposit or the proceed of sale thereof or of a sufficient portion thereof.

Contractor liable for damage done, and or imperfection for three months after certificate.



CLAUSE-28. The contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the Pub. W. Department Stores in accordance with the contract). plant tools, appliances implements, ladders, cordage, scaffolding and any temporary works which may be required for the proper execution of the work, in the original; altered or substituted from, and whether included in these specification or, other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the garden superintendent as to any matter on which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof. To and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials, Failing this the same may be provided by the garden superintendent at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights

Contractor to supply plant. Scaffolding etc.

And is liable for damages arising from a provision of Light fencing etc.

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

CLAUSE-29. The contractor shall make his own arrangement for drinking water for the labour employed by him.

CLAUSE-30. Compensation for all damage done intentionally or unintentionally or by contractor's laborers whether in or beyond the limits of municipal property shall be estimated by the garden superintendent or such other office as he may appoint & estimates of garden superintendent subject to the decision of the Commissioner on appeal be final & the contractor shall be bound to pay the amount of the assessed compensation of demand failing which the same will be recovered from the contractor as damage from the security deposit or deducted by the garden superintendent from any sum that may be due or become due from Municipal Corporation to the contractor under this contract or otherwise.

Liability of contractor for any damage done in or outside work area.

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

CLAUSE-31. No. work shall be done on Sunday without the sanction in writing of the Engineer- in-charge.

Work on Sundays

CLAUSE-32. The contract shall not be assigned or subject without the written approval of the Engineer- in-charge, and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any proceedings to be adjudicated insolvent or make any composition with his creditors, or attempt to do the garden superintendent may, by notice in writing rescind the contract. Also if any bribe, gratuity gift, loan, perquisite, reward or directly advantage, pecuniary or otherwise, shall either or indirectly be given, promised, or offered by the contractor, or any of his servants agents to

Contract may be rescinded and security deposit fore-fitted for subletting it without Approval or for



any public officer or person in the employ of Municipal Corporation in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the garden superintendent may be notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall there upon stand forfeited and be absolutely at the deposit of the Municipal Corporation & the same consequences shall ensue as if the contract had been rescinded under clause-3 hereof and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for, actually performed under the contract.

bringing a public officer or if contractor becomes insolvent.

CLAUSE-33. All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to

Sum payable by way of compensation to Be considered as reasonable compensation without reference actual loss.

Be applied to the use of Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Be considered as reasonable compensation without reference actual loss.

CLAUSE-34. In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the contractor to the garden superintendent for his information.

Changes in the constitution of firm to be notified.

CLAUSE-35. All works to be executed under the control shall be under the directions and subject to the approval in the respects of the Executive Engineer who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Works to be executed under the direction of Executive Engineer

CLAUSE-36. Except where otherwise specified in the contract decision of the Commissioner shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification designs, drawings and instructions here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

Decision of the Commissioner to be final.

CLAUSE-37. When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract of such items of if the part of the work in question is not in the opinion of the garden superintendent capable of measurement the garden superintendent may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the garden superintendent shall be final and conclusive under the provision of the clause.

Lump sum in estimates.

CLAUSE-38. In the case of any class of work of which there are on such specifications as are mentioned in Rule 1 such work shall be carried out in accordance with the Municipal or Gujarat Government P.W.D. specifications, and in event of there being no Municipal or Government P.W.D. specifications, then in such case the work shall be carried out in all respects in accordance with the instructions & requirement of the garden superintendent

Action where no specification



| | |
|---|--|
| <p>CLAUSE-39. The expression "works" or "Work" where used in these conditions shall, unless there be something in the subject or context works repugnant to such construction be constructed to mean the work of the contracted to be executed under or in virtue of the contract, whether temporary or permanent, and whether original altered, substituted or additional.</p> | <p>Definition of works</p> |
| <p>CLAUSE-40. All quarry fees and royalties shall be paid by the contractor All octroi taxes shall also be paid contractor according to the Municipal rules in force at the time and no refund shall be given Certificate for refund of quarry fees and royalties in admissible under existing rules shall be given by the Municipal to the contractor after successful completion of the contract. For the levy of water charges for construction work, please see the attached Memorandum.</p> | <p>Refund of quarry fees & royalties.</p> |
| <p>CLAUSE-41. The contactor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's Compensation Act 1923 (VIII of 1923) or any statutory modification thereof for injuries caused to workmen.</p> | <p>Compensation Under workmen's Compensation Act.</p> |
| <p>CLAUSE-42.Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less then those entered in the tender of estimate.</p> | <p>Claim for quantities of work entered in the tender estimate.</p> |
| <p>CLAUSE-43. No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land and in the case of clearance work, for any delay in accordance to estimate.</p> | <p>Claim for compensation Delay in starting the work.</p> |
| <p>CLAUSE-44. No compensation shall be allowed for any delay in execution of the work on account of water standing in borrows pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub- soil water or water standing in borrow pits, and no claim for an extra rate shall be entertained, unless otherwise expressly specified.</p> | <p>Claim for compensation for delay in the excavation of work.</p> |
| <p>CLAUSE-45. The contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the garden superintendent or of his subordinate in charge of the work failing such authority the contractor shall have no claim to ask for measurements for payment of work,</p> | <p>Entering upon or commencing any portion of Work.</p> |
| <p>CLAUSE-46. (I) No contractor shall employ any person who is under the age of 14 years. (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least three inches wide and should be of tape (Newer).</p> | <p>Minimum age of persons employed the employment of donkeys and or other animals & the payment of fair wages.</p> |



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

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

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

The decision of the Executive Engineer shall be conclusive and binding.

On the contractor but such decision shall not in any way affect the condition in the contract regarding the payment to be made by Municipal Corporation at the sanctioned tender rates.

CLAUSE-47. Payment to contractors shall be made by cheques drawn on any Bank in Surat, provided the amount exceeds Rs.10. Amounts not exceeding Rs.10 will be paid in cash. Method of payment.

CLAUSE-48. Any contractor who does not accept these conditions shall not be allowed to tender for works. Acceptance of condition compulsory before tendering for work.

CLAUSE-49. The clause headings in these conditions are for purposes of reference only and are not to be deemed to form part of this contract. Clause Headings.

CLAUSE-50. Disputes if any, shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner/ Standing Committee. After referring to Commissioner/Standing Committee if the said dispute is not solved, the same shall be referred to the court subject to Surat Jurisdiction only.

CLAUSE-51 The following condition is being included in this tender and shall be considered as a part of tender document.

(i) In case the total amount of work done is less than 5% of the contract value, prorata S.D. to that extent may be refunded to the Contractor while releasing the payment of final bill. In short, the S.D. to be retained by the Corporation after payment of final bill shall be equal to 2% of the amount of final bill as per the prevailing norms or as per the norms decided from time to time.

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



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

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

Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR

ADDRESS:

DATE:



MEMORANDUM

Note:-

1. In the event of the deposit being made in the form of Government Papers etc. the value of the Public Securities to be lodged as Contract Deposit will be calculated at 2% less than their Market Value on the day of acceptance.
2. The tenders will be received from **13/10/20 to 20/10/20** up to 18:00 hrs. by R.P.A.D./Speed Post only and will be opened at 16.00 hrs. on next day if possible in the presence of those tenders who choose to remain present on the occasion.

1. General Description of work :- **Horticultural Maintenance work of Fragrance Garden in North Zone.**
2. Estimated Cost :- Rs. --
3. Earnest Money Deposit :- **Rs. 7,000.00**
4. Security Deposit :- 2.00 % (Two percent)
5. Time allowed for the completion of Work from date fixed in written order to Commence :- 36 (Thirty Six) Months
6. Compensation for delayed work under Clause 2.....:- 0.2%(Zero point Two percent) of the Tender value of whole work per day.
7. The progress of work should Confirm to the following schedule :- day to day routine horticulture work
8. Percentage to be retained from Running Account Bills..... :- 7 % (Seven Percent)
9. Defect Liability Period :- N/A.
10. Amount of water charges :- N/A.
11. Deduction :- GST and all other taxes/ charges as per prevailing terms & conditions to be borne by contractor.

Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR
ADDRESS:
DATE:



SURAT MUNICIPAL CORPORATION

PUBLIC PARK AND GARDEN DEPARTMENT

CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY

The Surat municipal corporation will provide the necessary water supply and electric supply to the contractor for the work at free of cost. The contractor shall have to prevent the misuse / wastage of the same. In case of any misuse / wastage, the corporation will have the right to disconnect the supply.

Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR

ADDRESS:

DATE:

PLACE:



GENERAL TECHNICAL SPECIFICATION FOR HORTICULTURE WORKS

1. In the specification “as directed “/ “Approved” shall be taken to mean as directed / approved by the Garden Superintendent-in-charge.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In “mode of measurement” in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provision on these particular point or aspects in the relevant Indian Standards shall be referred to.
4. All measurements and computations, unless otherwise specified, shall be carried nearest to the following limits.

| | |
|---------------------------------------|-------------|
| 4.1. Length, width and depth (height) | 0.01 Mt. |
| 4.2. Areas | 0.01 Sq Mt. |
| 4.3. Cubic Contents | 0.01 Cu Mt. |
5. The distance which constitutes lead shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Garden Superintendent-in-charge in this regards shall be taken as final.
6. Where not lead is specified, it shall mean “all leads”.
7. Lift shall be measured from plinth level.
8. Definite particulars covered in the item of work, though not mentioned or elucidated in its specification shall be deemed to be included therein.
9. Reference to specifications of materials as made in the detailed specifications the item of works is in the form of a designation containing the number of specification of the material and prefix “M” e.g. ‘M-s’
10. Approval of the samples of various materials given by the Garden Superintendent-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.
11. The contract rate of the item of work shall be for the work completed in all respects.
12. No collection of materials shall be made before it is got approved from the Garden Superintendent-in-charge.
13. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
14. Materials, if any when rejected by the Garden Superintendent-in-charge shall be immediately removed from the site of work.
15. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage on overloading of the various components of the structure.



16. All work shall be carried out in a workmanlike manner as per the best techniques for the particular item.
17. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignments of the work during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
18. The mode, procedure and manner of, execution shall be such that it does not cause damage or over-loading of the various components of the structure during execution or after completion of the structure.
19. The contractor shall be responsible for observing the rules and regulation imposed under the "Minor Minerals Act", and such other laws and Rules prescribed by Government from time to time.
20. All necessary safety measures and precautions (including those laid down in the various relevant Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
21. The testing charges of all materials shall be borne by the contractor.
22. Work to be carried out by skill, trained nurserymen under the supervision of qualified horticulturist supervision staff with guideline & instruction given by concern authority in charge.

GARDEN SUPERINTENDENT,
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION.

SIGNATURE OF THE CONTRACTOR:-
ADDRESS:-
DATE:-



**SURAT MUNICIPAL CORPORATION
PUBLIC PAKS & GARDEN**

MAINTENANCE OF DEVELOPED GARDEN

1. Maintenance of trees, shrubs, creepers and low growing plants

- The tree maintenance shall start only after the successfully completing the development period as mentioned above. The maintenance shall include regular watering, weeding, mulching, soil working, supporting and pruning.
- Regular checking against insect / pest / fungus attack shall be done shall be done by the Contractor and Control measures shall be done in consultation with Horticulture Officer in charge .watering as and when required, soil working, manuring and checking against attach of insects, pests and fungus and control measure thereof. Necessary pesticides will be given by SMC.
- Manures and fertilizers shall be given twice a year with mixtures of fertilizers and organic supplements as per the instructions of officer in charge. Necessary fertilizers will be given by SMC.
- Removal of dead branches, leaves, flowers, etc. and protection against heat, cold and heavy rains shall be the part of the maintenance during the entire period of maintenance period.
- Soil working shall be done once a week up to a minimum depth of 20cm till the proper establishment of plants occurs.
- Training / pruning of trees shall be an important aspect of maintenance which shall be done timely as per the instructions of Garden Superintendent

2. Maintenance of Fruit Trees

- This shall include making and maintaining a basin at least 3 times the diameter of the tree trunk girth or 100cm in diameter whichever is bigger.
- Soil working, fertilizer application, pruning and 'Geru' painting operations shall be carried out as per tree maintenance mentioned above.
- This shall include making and maintaining a basin at least 3 times the diameter of the tree trunk girth / or 100 cms dia, whichever is bigger.
- Soil working to a minimum depth of 30 cm in this basin shall be undertaken once a month.
- Watering shall be done depending on the maturity of the tree / and the season.
- For small trees-below 3 years twice a week.
- For established trees (Above 3 years once every week.)
- While watering the basin shall be filled till brim.
- Watering shall also be done as per the requirement of the trees as instructed by Garden Superintendent
- Application of well rotten F.Y.M. once a year and fertilizer at regular intervals. Necessary fertilizers will be given by SMC.
- Applying fertilizers, - pesticides, and fungicides as and when required. Necessary fertilizers, - pesticides, and fungicides will be given by SMC.
- Carrying out disbranching operations as and when required or as instructed by the Garden Superintendent.
- 'Geru' pointing on the trunk of the fruit trees to a height of 3' (three feet) shall be done twice in year i.e. in March and October month.

3. Maintenance of Lawn

- The lawn shall be watered regularly and shall not be allowed to dry out for any reason.



- Watering shall be done by sprinklers or by hose pipes. If watering is done by hose-pipes, attachment of appropriate fine-holed nozzle is must. At no time the watering shall be done by flooding method.
- The lawn shall be cut regularly depending up on the season, but on an average at an interval of 8 to 10 days.
- The height of the lawn mower cutting unit shall be set as per the guidelines and instructions from the officer in charge.
- The Blades of the Lawn mower shall be sharp so as not to harm the grass.
- Mowing of lawn to the ground level should be carried out once a year or as per the direction of the officer in charge. This should be followed by top-dressing with soil plus manure. The soil shall be well screened, free of clods, mixed with a fine mixture of manures and fertilizers.
- The blades of the lawn mower shall be sharp so as not to damage the grass.
- Rolling shall be done at least once in fifteen days. Rolling shall be done in same direction as lawn mowing.
- Lawn mowing shall always be done in same direction. Cross cutting is not allowed.
- Constant watch shall be kept to keep the lawn clean and free of all weeds. If required weedicides can be used.
- Lawn can be fed with fertilizers once a month to maintain firm structure, texture and color. Necessary fertilizers will be given by SMC.
- Immediately after mowing with lawn mower, grass areas edges to be trimmed by shears or electrical equipments to maintain a uniform growth and development.
- The rate shall be inclusive of the maintenance of trees, shrubs, creepers, flowerbeds, etc. within the lawn area, for which no extra charges shall be paid.
- Yearly top- dressing with soil plus manure mixture shall be done. The soil shall be well screened, free of clods, mixed with a fine mixture of F.Y.M.. Necessary fertilizers will be given by SMC.
- The rate shall be inclusive of the maintenance of shrubs, creepers, and flower beds etc. within the lawn area, for which no extra charges shall be paid

4. Maintenance of Hedges

- Maintenance shall include cutting and pruning of hedge with garden shears at an interval of minimum 15 days or earlier if required. The height of the hedge shall be up to 200cm to be in one level and thickness up to 70cm to be in one level or as directed by the officer in charge.
- The maintenance shall include timely watering, weeding, application of manures and fertilizers, spraying of insecticides, fungicides, etc.
- Soil working up to the depth of 20cm should be carried out once every two months.

5. Shrubs / Creepers / Low growing Plants:

- General maintenance such as watering, weeding, mulching and pruning shall be done as and when required and directed by the Garden Superintendent.
- Checking against insects / pest shall be done and effective control measures shall be taken care of soil. Necessary fertilizers will be given by SMC.
- Checking against pH value of the good and treatment of modify same shall be the part of maintenance during the period of maintenance
- Removal of dead branches leaves, flowers, pruning, training supporting and protection against head / cold / heavy rains shall be the part of the maintenance during the entire period of maintenance. Soil working shall be done once a week, until a minimum depth of 20 cms till proper establishment of plants.
- Soil working shall be done once a week, until a minimum depth of 20 cms till proper establishment of plants.



- Manuring / application of fertilizer shall be done twice in a year. One before the onset of monsoon and other during the Nov-Dec. every year. Necessary fertilizers will be given by SMC.

6. Maintenance of Potted Plants / Flower / Foliage Plants:

- Maintenance shall include, regular watering by can, soil working, weeding, spraying of insecticide / fungicide / chemicals / growth promoting substances etc. As per the directions of Garden Superintendent. Necessary fertilizers/fungicides/insecticides will be given by SMC.
- Giving fertilizer to the pots once in a month.
- The pots location shall be changed as directed by the officer in charge and pots in same location shall be rotated once in a week for proper growth and development of plants.
- The foliage plants shall be cleaned with good quality water and soft cloth, twice a month.
- The maintenance shall also include, keeping and taking out the potted plants from the buildings to the nursery and nursery to the buildings. It shall also include general horticultural maintenance of potted plants in the nursery as per the directions of Garden Superintendent.
- Rate shall include cleaning of pots and painting with 'Gem' or white wash every three months or as directed by the Garden Superintendent' from time to time.

7. Maintenance of Flower Bed:

Maintenance of flower bed will include loosening soil, regular watering, weeding, applying fertilizer (once in three months), spraying of insecticides / pesticides, regular trimming/trimming with all labour, tools and tackles etc. for a period of contract. Maintenance charge of that flower bed area where it is well maintaining will only be paid,

8. Maintenance of Edge:

Maintenance of edge will include loosening of soil, regular watering weeding application of fertilizer (once in three months) spraying of insecticides / pesticides, regular trimming/ cutting/ pruning with all kinds of tools, labour, tackles for a period of contract. Maintenance charges of those edges which survive well will only be paid.

9. Maintenance of Shrubbery:

The maintenance of shrubbery will include operations like regular watering, weeding, cleaning, stacking, earth working, trimming cutting etc. with all labour, tools, tackles etc. for a period of contract. Maintenance charges of these shrubbery area where shrubs survive well will only be paid.

10. Maintenance of Rockery:

The maintenance of rockery will include operations like regular watering, weeding, cleaning and cutting of plants with all required labors, tools and tackles etc. for a period of contract. Maintenance charges of rockery area which is well developed and maintained shall only be paid.

11. Maintenance of Carpet Bedding / Ground Covering:-

Maintenance of carpet bedding or ground covering will include various Operations as suggested by garden department with the timely maintenance In terms of watering, weeding, fertilization, trimming maintaining of shapes etc. for period of 36 months.



12. Maintenance of Arches / Pergolas :

Maintenance of arches / pergolas will include timely carrying out of various maintenance operations like cleaning of area under pergolas daily, watering, fertilization, trimming, etc.

13. Maintenance of Topiary:

Topiary means the art of clipping and shearing shrubs and small trees in to an ornamental shape or abstract shape. Maintenance of topiary will include various cultural operations like fertilization and shaping of shrubs / small trees in ornamental shapes with the maintenance like regular watering, fertilization and maintenance of desired shape etc.

14. Maintenance of Walk way:

Maintenance of walk way will include cleaning brushing / sweeping benches / seats / gazebo / children play area etc. by safai kamdar, of the entire garden every day early in the morning (before 6.00 am) by safai kamdar.

15. Maintenance of Toilet:

Maintenance of toilet will include sweeping and cleaning of toilet, tiles and surrounding area of toilet with diluted hydrochloric acid and washing powder every day early in the morning before 6.00 am and 12.00 am again and 7.00 pm everyday by safai kamdar.

16. Maintenance of Water Hut :

Maintenance of water hut shall include cleaning of water hut every day early in the morning (before 6.00 am) including washing of titles with diluted hydrochloric acid and washing powder by safai kamdar. Maintenance of water hut will also include proper cleaning of the water tank at 30 days interval with all required measures.

17. Maintenance of Bird's Cage :

Maintenance of birds cage shall include daily scrubbing, cleaning and watering of cage surface area, feeding of birds with quality food grains like Jwar, Bajra etc, removing of bird's excreta regularly from cage surface area, wire net structure, angles etc. with required control measures by safai kamdar.

18. Maintenance of Play area:

Maintenance of Play area will include every day cleaning of area picking of big particles of sand / stone everyday leveling of sand, spraying of water to avoid dust blowing by safai kamdar.

19. Maintenance of existing trees:-

The site has a Fruit Orchard (Chikoo wadi), Some Coconut trees and some avenue trees. The maintenance of full grown trees existing on site will form part of the contractor's scope.

20. General Procedures:-

- No young trees less than 12 inches trunk diameters shall be pruned.
- Live branches less than 1.5 inches diameter should not be removed.
- Dead branches greater than 1.5 inches in diameter (measured at the base of the branch) shall be removed from the canopy of all trees.
- No live branches greater than 8 inches diameter shall be removed from the tree without authorization from the site supervisor
- Remove no more than 20 percent of live foliage from the tree unless indicated specifically in the drawings or by written instruction from the engineer in charge.

21. Removal of vegetation and cleaning of pond

- Agency has to timely remove all parts of vegetation from the pond and cleaning area from time to time keep the pond neat and clean.
- Agency has to completely remove the vegetation from pond and cleaning area as per the instruction from completion authority by experienced manpower and machineries at his own cost and risks.
- If any tragedy occurs during the cleaning of pond than in such care SMC will not be responsible.
- Agency has to take all safety measures during the pond cleaning works.
- Agency has to dispose of all the waste materials with own vehicle to a suggested site.

Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR

ADDRESS:

DATE:

PLACE:

Annexure.I. Maintenance of gardens

| S.N. | Name of gardens | Gardening area* (Sq.mt.) | Cleaning Area** | Water hut(No.) | Toilet block(No.) | Lake Cleaning Area Sq.mt |
|------|------------------|-----------------------------|-----------------|----------------|-------------------|--------------------------|
| 1 | Fragrance Garden | 3120.00 | 1218.00 | 01 | 01 | -- |
| | Total | 3,120.00 | 1,218.00 | 01 | 01 | -- |

- * Gardening area includes Lawn, flowerbed & shrubbery and green belt area.
 ** Cleaning area includes Walk way, play area, parking oxygen park slope area etc.
 *** Cleaning of park and maintain of peepal trees.

Annexure.II. Minimum manpower & equipments / tools required for maintenance of gardens

| S.N. | Name of Gardens | Manpower required (No.) | Equipments / tools required (No.) | | | | | | | |
|------|------------------|---|--|---------------------------------|---------------------------------|---------------------------------------|-------------|----------|------------------|---|
| | | | Lawn mower (wheel drive/ Petrol operated) Power Trailer (Petrol Operated) | Brush Cutter (Petrol Operated) | Hedge trimmer (Petrol Operated) | Long Branch Pruner (Petrol Operated) | Hedge shear | secateur | hose pipe (30m.) | Khurpi, kodali, spade, tikam, brooms, tagara, etc. each (no.) |
| 1 | Fragrance Garden | 1. As per scope / quantity of work sufficient number of Supervisor / Mali / Gardeners / Safai Kamdar etc. 2. As per scope / quantity of work sufficient number of Supervisor / Mali / Gardeners / Safai Kamdar etc are to be deployed as suggested by SMC authority from time to time. | 01 | 01 | 01 | 01 | 02 | 02 | 03 | 04 |
| | Total | | 01 | 01 | 01 | 01 | 02 | 02 | 03 | 04 |

- Note: 1) Equipments like electric motor, p.v.c. portable sprinklers with stand etc., as and when required
 2) Manpower requirement can increase, as and when required.
 * Safai kamdar specially allotted for cleaning toilet block at morning and evening hours (Thrice a day) regularly.

GST CLAUSE FOR CONSTRUCTION / ERECTION / COMMISSIONING / INSTALLATION / REPAIRS / MAINTENANCE RENOVATION / FABRICATION OF STRUCTURE INCLUDING BUILDING (MEANS ALL WORKS CONTRACT / TURN KEY PROJECTS / SUPPLY OF MATERIAL GOODS)

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

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

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

Above terms & conditions related GST (Goods & Service Tax) are acceptable and binding to us.

Contractor's Singnature & Stamp

**Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation**



**SURAT MUNICIPAL CORPORATION
PUBLIC PARKS & GARDEN**

SPECIAL CONDITION OF CONTRACT

1.0 Contractor's Scope

- 1.1 The contractor has to carry out the works like watering, lawn cutting, weeding, uprooting of soil, hedge cutting, tree trimming, removing of dry branches etc. as and when required.
- 1.2 All the expenses regarding the required equipments for horticultural operation shall bear by the contractor.
- 1.3 The contractor has to deploy sufficient number of Trained Mali cum labours with mukadam / Supervisor to carry out horticultural maintenance work. Also the contractor is responsible for overall supervision of this work and for the supervision he has to deploy sufficient supervisor for garden maintenance.
- 1.4 The contractor is responsible for carrying out Pesticides and manuring application at monthly / As and when required / suggested.
- 1.5 The workers engaged by the contractor are in similar dress code with identity card at the time of working hours.
- 1.6 The workers engaged by the contractor should be required in discipline manner.
- 1.7 The list of workers with address should be given to the office by the contractor.
- 1.8 Any accident or injury to the workers at the working time is responsibility of the contractor.
- 1.9 Any damage or breaking in the garden due to the maintenance work is the responsibility of the contractor.
- 1.10 The workers engaged by the contractor are not permitted for residing in the garden.
- 1.11 All the tools and equipments required for the maintenance of garden will have to be brought by the contractor.
- 1.5 All the wages of labors and compliance of statutory compliance, cost of transport, food, accommodation and other welfare activities for his employees shall be borne by the contractor.
- 1.6 The contractor shall employ qualified and experienced supervisors, skilled, semi-skilled and unskilled workers depending upon the nature of job.
- 1.7 The contractor must visit the site regularly and frequently.
- 1.8 In case water facility is not proper, watering should be done by water tanker or by pumping from the nearest water reservoir or point provided. The contractor shall inspect the site and satisfy himself regarding availability of water. Surat Municipal Corporation will provide water point at appropriate locations and contractor has to arrange sufficient hose pipes required for the job at his cost.
- 1.9 Contractor has to arrange sufficient number of tools and tackles, such as lawn mover, machines with box (Power and manually operated) trolleys, scatters, hedge sheers, forest sheers, pruning saw, spades, kodali, khurpi, forking, racks, sprayers, sprinklers, water cans, lawn rollers, hosepipes etc. for the job at their own cost at their own cost.
- 1.10 Contractor shall provide all safety gears including WD / necessary life insurance to his workman at his cost.
- 1.11 Contractor has to follow all the safety rules and regulations as per Government /SMC policy.
- 1.12 Contractor shall be responsible to remove all mowed lawn grass, plant cuttings, weeds, other materials etc. immediately and dump it at a suitable place as indicated by the site supervisor. Under no circumstances such materials would remain at the site and must be removed before the sunset of the same day.
- 1.13 Agency has to do required treatments of green waste at the same site for which no additional payment will be made by SMC.
- 1.14 Agency has to time to time develop and maintain new plantation with the existing manpower as and when suggested by garden superintendent. No additional payment shall be given to the agency.



- 1.15 Agency has to replace / redevelop shrubs / flower / tree plants died / damaged / dried due to negligency in maintenance work during the contract period at his own cost. Other wise panalty for damaged plants as per panalty clause will be diducted from running bill.
- 1.16 Agency has to provide 2 inch reflective safety jacket of green mash colour to workers for safety / identity purpose.
- 1.17 Agency has to submit photo ID proof of all the workers / labours engaged for garden maintenance work.
- 1.18 **Payment to the labour / Mukadam / Mali / Gardeners / Safai kamdar:** Agency has to follow prevailing minimum wages ACT / Rate. Every month agency has to produce evidence of PF, EC, RC & ESI challan of manpower.
- 1.19 Repairing of the water motors of under ground water tank will be done by the agencies at his own cost from time to time. Repairing of submercible boring pump will be done by SMC.
- 1.20 Agency has to do minor repairing works such as repair waterline/ irrigationline leakage in the garden including replacement of water valve timely.
- 1.21 Any dispute raised in this contract it is subject to Surat Jurisdiction.
- 1.22 Summary of Major Scope of work for Horticulture Maintenance Services :-**

| Sr.No. | Maitenance | Time | Remarks |
|--------|---|--|--|
| 1 | Lawn Moving | 15 days interval | During monsoon as and when required |
| 2 | Hedge / Border Trimming | Monthly | During monsoon as and when required |
| 3 | Shrubs Trimming | Monthly | During monsoon as and when required |
| 4 | Flower Bed Trimming / Weeding / Interculturing etc. | 15 days interval | During monsoon as and when required |
| 5 | Tree Trimming / Maintenance | Twice in a year or As and when required /suggested | During monsoon as and when required |
| 6 | Cleaning of Walk Way, Paly Area, Parking Area etc. | Daily during garden opening hours | Agency has to keep cleaning in garden round the clock every day |
| 7 | Cleaning of Waterhut | 15 days interval | Cleaning of waterhut as and when required / suggested |
| 8 | Cleaning of Toilet Block | Thrice in a day during garden opening hours | Agency has to keep toilet neat & clean round the clock every day |
| 9 | Fertilizer Application | Twice in a year | As and when required / suggested |
| 10 | Cleaning of lake slope area | Every day | Agency has to keep slope area neat & clean every day |
| 11 | Removal of vegetation and cleaning of pond area | 2 month interval | Agency has to keep pond clean throught the month |
| 12 | Every Day Major / Macro (used paper / plastics peices) Cleaning of Garden | Before opening of garden for visitors | Agency has to keep cleaning in garden round the clock every day |
| 13 | Gap filling of Plants in place of damage / dried plants | As and when required /suggested | Planting materials in the scope of agency |
| 14 | Flower bed creation | As and when required /suggested | Planting materials will be provided by SMC |



2.0 SMC'S OBLIGATIONS

- 2.1 SMC shall give adequate no. of water points for the purpose of watering & electricity within the site.
2.2 SMC shall provide planting materials & fertilizers for new development work in garden under maintenance.

3.0 MAN POWER REQUIREMENT:

- 3.1 As per the scope & quantity of work agency has to keep sufficient number of Mali/ gardeners (part time / full time) for Horticultural works and safai kamdar (part time / full time) for cleaning of walk way area; parking; toilet block; water hut etc. As per the instructions of competent authority number of manpowers will be deployed by the agency at the site.
- 3.2 As per the scope & quantity of work agency has to keep sufficient number of Mali/ gardeners (part time / full time) for Horticultural works and safai kamdar (part time / full time) for cleaning of walk way area; parking; toilet block; water hut etc. Looking to the quality, quantity and urgency for well maintenance, agency has to deploy extra labour from time to time. Contractor has to maintain mali / labour sheet at the site.

4.0 PAYMENT SCHEDULE:

- 4.1 MAINTENANCE PERIOD: During the period of maintenance payment to the contractor shall be made on monthly/ bi monthly basis as per approved rates.
- 4.2 All applicable deductions / Taxes including / GST if any etc. shall be made from every running bill as decided and fixed by S.M.C. unless or otherwise specifically agreed upon. Security deposit will be deducted from running bills if not paid saperatly.
- 4.2 Awarding agency has to pay Security Deposit Amount within 10 days from the issue of work order date in the form of cash / cheque / Demand Draft / F.D. If not paid in stipulated time limit than Security Deposit will be deducted from running bills with penalty as per the norms.

5.0 Penalty

- 5.1 In case of any delay or non carrying out the operations for quality work suitable penalty will be imposed as deemed fit by the officer-in-charge based on measurement and the details mentioned below.

| S.No. | Particulars | Penalty Rate Rs. |
|-------|--|--------------------------------------|
| 1 | Maintenance of lawn area Per Sq.Mt. | 12.00 |
| 2 | Weeding / Trimming Per Sq.Mt / R.Mt, | 12.00 |
| 3 | Damage / Drying / Dying of flower bed plants / shrubs / trees | 20.00 per plants |
| 4 | Cleaning area Sq.Mt. | 6.00 |
| 5 | Cleaning of Waterhut | 750.00/ Per Time |
| 6 | Cleaning of Toilet Block | 150.00 / Day |
| 7 | Removal of vegetation and cleaning of pond area per Sq.Mt. | 13.50 |
| 8 | Absence / Non availability of Petrol Operated Equipments (Annexure.II) | 250.00 / Per Equipments / Per Day |
| 9 | Absence / Non availability of Manual Operated Equipments (Annexure.II) | 50.00 / Per Equipments / Per Day |
| 10 | Number of labour (Supervisor / Mali / Gardeners / Safai Kamdar) not deployed as per the given instructions | 400.00 / per number / per day |



5.2 If any damage is caused to the SMC material / equipment / tools / a suitable penalty as deemed fit by the officer-in-charge shall be deducted from the running bill of the contractor.

6.0 SAFETY REQUIREMENT:

6.1 All employees of the contractor and contractor will have to undergo safety training before the application for entry passes is made. This training will only be of few hours.

6.2 Contractor/Site Supervisor should positively attend the safety meeting conducted by safety department.

7.0 PERIOD OF CONTRACT: -

7.1 Initially the contract will be for a period of three year. After successful completion of three year contract extension of one more year will be given (if needed) for which Mun. Commissioner Shri will be empowered/ authorized.

7.2 After Completion of the contract agency has to continue the work till new tender is sanctioned and allotted to agency.

Garden Superintendent
Public Parks & Garden Department
Surat Municipal Corporation

SIGNATURE OF THE CONTRACTOR
ADDRESS:
DATE:
PLACE:



To,
Municipal Commissioner,
Surat Municipal Corporation,
SURAT.

Sir,
I / We have tendered for the work of
.....
..... And have paid Earnest
Money Deposit Amounting to Rs.
Drawn by
(Name of the Bank)

The receipt No. Dated.....
By the Corporation is attached herewith.

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

Advance, stamped Receipt duly signed on Revenue Stamp of Rs. 1.00 p. is also enclosed herewith.
Signature of the Contractor
.....

Address :-
.....
.....

Encl : As Stated.



ADVANCE STAMP RECEIPT

Received with thanks the sum of Rs. (In Words)
only from the Surat Municipal Corporation being the refund of
Earnest Money Deposit placed by me/us vide SMC's Receipt No. Dated along
with the tender paper for the.....
(Name of the work)

Date :-

Revenue Stamp

Signature of the Tendered.

F.w.c. to the Accountant,

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

.....
Stands in full in the name of the aforesaid party (R.No.
Dated

GARDEN SUPERINTENDENT,
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION



F.W.Cs. to GARDEN SUPERINTENDENT,PUBLIC PARKS AND GARDEN DEPARTMENT.

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

Accountant.

Submitted,

For favor of sanction of refund Rs. being the amount
of..... Deposit placed on..... Vide Receipt No.

..... By Shri/M/s.

In connection with the work of

.....as the tender of the above
party has been accepted / had not been accepted and the concerned contractor has paid security
deposit of Rs. For the above referred work on Dt. The party
has also executed an

Agreement for the above work. The above deposit stands in full in the name of the said party as certified by
the Accountant on..... The expenditure will be debited on B.H.G. Tender Deposit
Account.

Dy. Garden Superintendent,

Sanctioned accordingly.

GARDEN SUPERINTENDENT,
PUBIC PARKS AND GARDEN DEPARTMENT
SURAT MUNICIPAL CORPORATION

