

DREAM CITY LIMITED

Name of work:-	Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat.
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E- Tender

TENDER NOTICE NO (Online) : MD/DCL/01/2018-2019

VOLUME-I : TECHNICAL BID

Tender Fee (Non-refundable)	Rs.3,600/- (Rupees Three Thousand Six Hundred only) by Demand Draft in favour of "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat.
Estimated cost of Capital work	Rs.1,29,89,665.40
Start date for downloading Tender Document	14/05/2018
Last date for downloading of Tender Document	23/05/2018 up to 17:00 hrs
Online Submission end date & time	23/05/2018 up to 18:00 hrs
Submission (in Hard Copy) of Tender fee & E.M.D.	In sealed envelope, strictly by RPAD/Postal Speed Post from 24/05/2018 to 31/05/2018 up to 16:00 hrs to Chief Financial Officer, Dream City Limited, "SUDA Bhavan", B/H Old Multistoried Building, Nanpura, Surat-395001. Phone: 2465007, 2465008, 2465009, Gujarat by RPAD or Government Speed Post Only.
Earnest Money Deposit (E.M.D)	Rs.1,30,000.00 (Rupees One Lack Thirty Thousand Only) by Demand Draft in favour of "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat.
Class of Contractor	"c"
Bid Document Availability	https://smc.nprocure.com , https://www.suratmunicipal.gov.in/Information/News

EMD, TENDERS FEE AND NECESSARY DOCUMENTS OF TECHNICAL BID, ADDENDA
CORRIGENDUM(IF ANY) TO BE SUBMITTED TO:

THE CHIEF FINANCIAL OFFICER, DREAM CITY LIMITED
SUDA Bhavan, B/h. Old Multistoried Building,
Nanpura, Surat-395 001.

DREAM CITY LIMITED

TENDER DOCUMENT

I N D E X

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DREAM CITY LIMITED

1.0 NOTICE INVITING TENDER

(A) RECEIPT AND OPENING OF TENDER :

Online Tenders will be received from the established and reliable contractors from 14/05/2018 to 23/05/2018 upto 17.00 hrs. on website smc.nprocure.com. The tender received after due time and date specified will not be accepted.

(B) Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat.

1. ESTIMATED COST : Rs.1,29,89,665.40
2. EARNEST MONEY DEPOSIT : Rs.1,30,000.00
3. TIME LIMIT : 12(Twelve) months [Excluding monsoon]
4. Document Fee : Rs.3,600/-
5. Registration required : "C" class

(C) OPENING OF TENDERS :

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

(D) PURCHASE OF TENDER DOCUMENTS :

Tender Documents can be downloaded from smc.nprocure.com from 14/05/2018 to 23/05/2018 Tender documents fees of Rs.3,600/- per set which is required for submission of tender towards the cost of tender documents in cash, pay order or by demand draft of any nationalized bank, in favour of "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat and shall be submitted along with EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances. The Dream City Limited shall not be liable for any postal delay in any case.

(E) CONTRACT PERIOD :

The total contract period is hereby fixed as **12(Twelve) months Excluding monsoon** from the 10th Day of issuance of work order.

(F) Tenderer must comply with and agree to all instructions & requirements in the Notice and in the Instructions to Tenderers, including requirements in the Contract Documents.

- (a) All tenders must be submitted in the prescribed Tender form.
- (b) Each Tender must be accompanied by the completion Schedule.
- (c) Each tender must be accompanied by the Tender Security (Earnest Money Deposit) **Rs.1,30,000/-**
- (d) The successful tenderer shall execute the Contract Agreement within fifteen days after the date of Notice of award.

- (e) The successful Tenderer will be required to furnish a performance bond (Security Deposit) of an amount equal to (2%) Two percent of the tendered amount.
- (f) The successful Tenderer shall furnish insurance in accordance with the contract documents.
- (g) The Dream City Limited may withhold issuance of the Notice of proceed for a period not exceeding fifteen days after the date of execution of the contract agreement.
- (h) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (i) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (j) All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.**
- (k) Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Dream City Limited, along with copies of Pay Roll and Muster Roll. If the same are not produced, the bills will not be released.**

(G) RECEIPT OF TENDER DOCUMENTS :

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

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

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

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

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

(H) Tender Validity Period :

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

(I) Rights Reserved :

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

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

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

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

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Signature of the Contractor
With seal.
Address:
Date:

2.0 QUALIFYING CRITERIA OF BIDDER:-

The Bidder must require submitting the enlisted documents online (Scanning) along with the Qualification Bid. **If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened.**

The applicant who is not capable of meeting requirement listed below shall not be qualified for the works. post qualification will be based on the following minimum criteria regarding their particular experience, financial position, personal and equipment capabilities and other relevant information as demonstrated by the Applicant's responses in the scanned documents submitted online. The qualifications, capacity and resources of the proposed subcontractors will not be taken into account in determining the Applicants compliance with the qualifying criteria. The applicant to note specifically that all information given including those in the form of various formats must be supported by the attested certificates from respective authorities (not less than I/C Town Planner of equivalent) which must be submitted with tender online.

Mainly tenderer shall fulfil following for post qualification,

- a)** Average Annual financial turnover during the last 3 years, ending 31st of March of the previous financial year, should be at least 30% of total estimated amount of tender.

- b)** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following.
 - 1) Three similar completed works costing not less than the amount of each work equal to 40% of estimated amount.
OR
 - 2) Two similar completed works costing not less than the amount of each work equal to 50% of estimated amount.
OR
 - 3) One similar complete works costing not less than the amount equal to 80% of estimated amount.

Similar works means works of Providing & Fixing Chainlink and Barbed wire Fencing

- c)** The contractors / companies having registration of "C" or above class issued by any Central / State/ Local self-Government or Equivalent.

- d)** Fresh Solvency certificate from bankers of schedule bank / nationalized bank. Minimum value of solvency shall be 20% of estimated cost of the tender.

- e)** Joint Venture and subletting of work shall not be allowed.

- f)** List of the works already completed in last 7 years in prescribed Performa and attested copies of certificates from head of the office concerned for completion of the works.

It is further to clarify that if any of work(s)/is/are on hand with the applicant, but if the amount of the work done at the site is more than 50% of the total project / Tender

cost as on last date of the previous month, then amount of work done for those work(s) will also be taken into consideration while evaluation.

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

Financial Year	Multiplying factor
Immediate last year of the assessment year*	1.1
Second	1.21
Third	1.33
Fourth	1.46
Fifth	1.61
Sixth	1.77
Seventh	1.95

Here assessment year shall be reckon from year and month in which tender is submitted

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Signature of the Contractor
With seal.
Address:
Date:

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

ANNEXURE-I

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

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

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

Please Fill above details attached separate sheet.

Signature of the Contractor
With seal.

Place:

Date

ANNEXURE-II

Performa for declaration regarding work on hand with the tender:

Sr. No.	Name of work with place	Estimated Cost	Date of Issue of work order	Stipulated period of completion	Amount of work done	Brief details of delay if any	Name of client
1	2	3	4	5	6	7	8

Present liability = Total of column 3 - Total of column-6

Signature of the Contractor
with seal

Place

Date:

Note: Amount of work done in Column 6, should be given up to the month previous to the month in which tender are invited.

Please Fill above details attached separate sheet.

DREAM CITY LIMITED

CONTRACTOR TO PLEASE READ THIS CAREFULLY

- (1) If the tender is taken in favour of the company, a company of attorney in favour of the person who may have signed the tender for the company, must accompany the tender.
- (2) Solvency certificate of current year Bank or a Revenue Officer of an amount upto 20% of the tender cost plus works on the hand still to be executed will have to be produced by the contractor.
- (3) Voucher for earnest money must accompany the tender. Tenderer may pay earnest money in form of a crossed demand draft of a local Bank drawn in favour of "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat. Earnest Money by cheque shall not be accepted.
- (4) The contractor shall have to furnish income tax clearance certificate before his tender is accepted and intimate assessment No. and Ward under he is which assessed.
- (5) Copies of certificate as regards previous experience, if any must accompany the tender.
- (6) Declaration showing all works on hand with the contractor and the value of works that remains to be executed in each case must accompany the tender.
- (7) All pages of Schedule: 'A & B' & specification should be initialed by the contractor.
- (8) All corrections, erasures & over writing should be initialed by the contractor.
- (9) Discrepancies and adjustment of errors:-Any error in quantity or amount in Schedule-'B' showing item of words to be carried out shall be adjusted in accordance with the following rules:-
 - (a) In the event of a discrepancy between description in works and figures quoted by a tenderer in the 'rates' column, the descriptions in words shall prevail.
 - (b) In the event of an error occurring in the amount column of the Schedule- 'B' showing items of works as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
 - (c) All the errors in totaling in amount column and in carrying forward total shall be corrected.
 - (d) Any rounding of amounts against item' or in totals' shall be ignored.
The tendered sum so altered shall, for the purpose of the tenders, be substituted for the sum originally tendered and considered for acceptance.
- (10) (i) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per instruction No.1 to 9 above are not complied with before submitting the tender. Also please read carefully the face sheet and "General Rules and Direction for the guidance of contractor" of his form.
(ii) Right is reserved to reject any or all tender (s) without assigning any person (s) thereof.
- (11) In addition to the above the tender will also be liable to be rejected outright if :-
 - (i) The tenderer proposes any alteration in the works specified or in the time allowed for carrying out the work or any conditions or correction made in any code or made of Schedule-'B' or specifications.
 - (ii) Any of the page or pages of the tender is removed or replaced.
 - (iii) All corrections, additions or pasted slips are not initialed by the tenderer.
 - (iv) Any erasures is made by him in the tender

AND

- (v) The tenderer or in the case of a firm, each partner or person holding 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 alongwith 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 alongwith the tender.
- (13) (1) The severel documents formining the contract are the essential part of the contract and requirement occuring in one is as binding as through occuring in all, they are intended to be mutually explantory and complementary and to described and provide for a complete work.
- (2) In the event of any descrpeaney, the severel documents forming the contract or in any the document, the following order or precedence should apply:-
 - (a) Dimension & quantities :-
 - (i) Drawings.
 - (ii) Schedule-B of the tender form.
 - (iii) Specification.

On drawings, figures, dimensions, unless obviously incorrect will followed in preference to seeled dimensions.
 - (b) Description :
 - (i) Scheudule-B of the tender form.
 - (ii) Drawings.
 - (iii) Specifications.

In case of defective description or ambiguity, the Engineer- in-charge should issue further instructions direction in what meanner the work is to be carried out it being understood that the best modern practice is to followed. The contractor should forthwith comply with such instructions.
- (3) The contractor should taken no advantage of any apparent error or omission in drawings or specification and the Engineer in charge shall make such corrections and interpretation as necessary to fulfil the intent of the Plans and specifications.
- (4) No with standing that all proper precautions may have been taken by contractor at all the times during the progress of the work, the contract shall be held responsible for all damages whether to the work under execution or to any other property or to lives of persons during the progress of the work and the period of maintained.
- (5) Plans are for rough guidance only when detailed plans are received from the Architect of corporation during the course of execution the same will supersede previous plans
- 14. The contractor should appoint a qualified engineer and he must remain present on site during working hours.

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Contractor Signature with
Address:
Date :

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.

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Contractor Signature with
Address:
Date :

IT 10 SUBMISSION OF TENDERER DOCUMENT :-

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

(i) COVER-1 : Technical Bid

Technical bid for the work of Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat. along with **Technical bid, E.M.D and Tender Fees and other Documents in Hard Copy** Upto 31/05/2018 up to 16.00 hrs. Also mention the name of tenderer, address, tender notice number etc. on the cover .

(ii) PRICE BID

Price bid for the work of Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat. shall be submitted online.

The name of work to be written on cover shall be work of Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat. Also mention the name and the address of tenderer, tender notice number on the cover and to be submitted to the Chief Financial Officer, Dream City Liited, Suda Bhavan, Nanpura, Surat-395 001.

2. Tenderer shall be required to submit the enlisted documents along with their technical bid (Volume-I) (i.e. Cover-1). If technical bid founds insufficient documents then the Price Bid of the tenderer shall not be opened.

(a) The tender shall be accompanied by Earnest Money Deposit of **Rs.1,30,000/-** The tenderer will pay Earnest Money Deposit by Pay Order/Demand Draft issued in favour of "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat by Nationalized Bank. In the form of Demand Draft and Bank Guarantee.

(b) A covering letter detailing various considerations considered in tender shall invariably be given.

(c) Passport size photographs of all the partners (incase of partnership firm) to be fixed on relevant Page of the tender documents.

3. (a) List of tools, plants and equipment's with tenderer in detail.

(b) Technical establishment/staff of the tenderer in required Performa with their names, qualifications and experience.

(c) Tenderer shall furnish along with the tender, information regarding Income tax circle of the district in which he is assessed for income tax with PAN No.

4. Submission of a tender by a tenderer shall mean that he has read this notice and contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and nature of required quantities of materials stores, tools and plants etc. that may be required by him in carrying out the work and of local conditions and laws and bylaws of the Government, Dream City Limited and other factors bearing influence on the execution and cost of the works.

5. Technical Bid Documents shall be received by Registered Post A.D. or by Speed Post through Postal Authority only by the Chief Financial Officer, Dream City Limited, Suda Bhavan, Nanpura, Surat-395 001. upto 31/05/2018 upto 16.00 hrs.

The same will be opened on the 01/06/2018 (Price Bid) on wards in the presence of the tenderers, who shall remain present in the office of "Tender opening officer, Dream City Limited, Surat. Late tenders (i.e. tenders received after the specified time of opening), delayed tender (i.e. tenders received before the time of opening but after due date and the time of receipt of tender) shall not be considered at all. Tenders received by Registered Post A.D./ Speed Post after the time and the date specified in the tender notice shall not be received by the client from the postman. Such tenders if received will not be opened and will stand rejected.

6. Tender shall stand rejected if:
 1. Any eraser is made in the tender unauthenticated or any page or pages is/are removed or replaced.
 2. The tenderer shall submit the tender which satisfied each and every conditions laid down in the notice tender documents, failing which the tender will be liable for rejection.
 3. Tenderer's tender/quotation containing conditions shall be liable for rejection outrightly without assigning any reason for the same.
 4. Stipulates the validity period less than what is stated in the form or tender.
 5. Stipulates his own conditions.
 6. Does not quote his rates inclusive of Octroi duty and other terminal or sales tax or CENTRAL taxes in his rates.
 7. Does not disclose the full names and address of all his partners in the case of partnership firm.
 8. Does not pay the Earnest Money Deposit by Demand Draft/Pay order and Tender Fees with Technical Bid (Cover-1).
 9. Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
 10. Does not attached the document mentioned.
 11. The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
7. All corrections, additions or posted slips to be initialed by the tenderer.
8. All page of tender documents including specifications should be initialed by the contractor.
9. The tenderer shall submit the tender which satisfies each and every conditions laid down in this notice and tender documents failing which the tender is liable for rejection.
10. Notice of inviting tenders shall be a part of the contract documents.
11. Acceptance of tenderer/quotation will rest with the competent authority of Dream City Limited who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all quotations/tenders and no reasons will be given for acceptance or rejection thereof.

12. The contractor shall also attach list of machineries, tools, plants, equipment's which he propose to deploy for this work.
13. All octroi duty and other taxes chargeable by the 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 not be withdrawn except with the permission of head of the concerned department, Dream City Limited, Surat.
16. The successful tenderer shall be required to enter in to agreement with Dream City Limited after placing the work order for the said work from DCL.
17. The successful tenderer may be required to furnish surety in accordance with IT-28 on stamp paper.
18. The tenderers are requested to give complete specification of work quoted.
19. Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
20. The Price-bid will be opened only after technical clarifications are clarified.
21. Dream City Limited reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.

IT-11 TENDER VALIDITY PERIOD :

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

IT-12 SIGNING OF TENDER DOCUMENTS :

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

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

If the tender is made by a limited company or a limited Corporation, it shall be by a duly authorised person holding the power of attorney for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company

or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

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

IT-13 WITHDRAWAL OF TENDERS :

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

IT-14 INTERPRETATIONS OF TENDER DOCUMENT :

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters which may in any way effect the work or the cost thereof. Should a tenderer find discrepancies or omission from the specifications or other documents, or should be in doubt as to their meaning, he should at once address query to the Divisional Head provided for concerned authority as referred in the Tender Document in Clause GC-01 (Definitions and interpretations) of the (General Condition of Contract). Any resulting interpretation of the Tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the DCL / Consulting Engineer shall not be binding on the Dream City Limited.

IT-15 ERRORS AND DISCREPANCIES IN TENDERS :

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

IT-16 MODIFICATION OF DOCUMENTS :

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

IT-17 ADDENDA

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

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

B. No Addendum may be issued after the time stated in Notice Inviting Tenders.

IT-18 TAXES AND DUTIES ON MATERIAL :

All charges on account of Octroi, terminal tax or Sales tax etc. and other duties on material obtain for the works from any source shall be borne by the Contractor. 'P' and 'C' form shall not be supplied by the Dream City Limited.

IT-19 EVALUATION OF TENDERS : DELETED

- IT-20 **EVALUATION OF TIME REQUIRED FOR COMPLETION :**
The time required for completion of work shall be considered as indicated by the tenderer in the completion schedule attached with the tender. The completion period mentioned in this schedule is to be reckoned from **11th day** from the date of work order to proceed. Total completion period is calendar months from **11th day** from date of issue of work order and tenderers should adhere to this delivery time.
- IT-21 **POLICY FOR TENDER UNDER CONSIDERATION :**
Tenders shall be termed to be under consideration from the opening of the tender until such time an official announcement of award is made.
- While tenders are under consideration, tenderers and their representative or other interested parties are advised to refrain from connecting by any means Dream City Limited or representatives on matters related to the tenders under study. The Engineer's representative if necessary will obtain clarification on tenders by requesting information from any or all the tenderers either in writing or through personal contact, as may be necessary. The tenderers will not be permitted to change the substance of his tender after price submission. Non-compliance with this provision shall make the tender liable for rejection.
- IT-22 **PRICES AND PAYMENTS :**
The tenderer must understand clearly that the price quoted are for the total works or the part of the total works quoted for and include all costs due to materials labour, equipment, supervisions, other services, royalties and Octroi etc. and to include all extras to cover the cost. No claim for additional payment beyond the prices quoted will be entertained and the tenderer will not be entitled subsequently to make any claim on any ground excepting for the condition laid down in GC-35 (Price Adjustment).
- IT-23 **PAYMENT TERMS :**
The terms of payment are defined in the General Conditions of Contract. The Dream City Limited shall not under any circumstances relax, their terms of payment and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders.
- IT-24 **AWARD :**
Award of the Contract or the rejection of tenders will be made during the Tender validity period stated in the Notice Inviting Tenders.
- A. After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the owner. A copy of the required form is included in the contract documents.
- B. If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bond as required herein, the DCL may annul his award and declare the tender security forfeited.
- C. A Corporation, Partnership firm or other consortium acting as the Tenderer and receiving the Award shall furnish evidence of its existence and evidence that the officer

signing the Contract Agreement & Bonds for the Corporation, partnership firm or other consortium acting as the Tenderer is duly authorized to do so.

IT-25 SIGNING OF CONTRACT :

The successful tender shall be required to pay the security deposit and to execute the contract within 10 days of receipt of intimation to execute the contract, failing which the Dream City Limited will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person detailed in Article IT-12.

IT-26 DISQUALIFICATION :

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

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

A. Tenderer may further be disqualified if :

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

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

As a contract security the tenderer to whom the award is made shall furnish a performance guarantee (Security Deposit) for amount equal to Two percent (2%) of the contract price to guarantee the faithful performance completion and maintenance of the works of the contract in accordance with all the conditions and terms specified herein and to the

satisfaction of the Engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms mentioned below.

- (a) By a demand draft of a Scheduled bank Acceptable to owner on the Surat Branch.
- (b) A fixed deposit receipt of a Scheduled Bank or Government securities duly, located at Surat endorsed in favour of the "The Managing Director, Diamond Research and Mercantile City Limited" payable at Surat.

The performance guarantee shall be delivered to the Dream City Limited within Ten (10) days of the notice of award.

Security deposit shall be paid in time and if it is paid after Ten (10) days from the date of preliminary work order then the penalty of 0.065 % per day of the amount of security deposit shall be recovered from the contractor while receiving the security deposit. On due performance and completion of the contract in all respects, the performance guarantee (security deposit) will be returned to the contractor after the defect liability period and on completion of audit related procedure. It is clarified that the amount of security deposit shall be collected on the basis of Contract Price and not on the basis of estimated amount put to tender. As initial Security Deposit Two percent (2%) of the tendered amount accepted by the competent authority shall have to be paid towards security deposit at the time of execution of agreement. This will be known as initial security deposit which will be released after the total completion of contract after payment of final bill.

IT-28 STAMP DUTY :

The successful tenderer shall have to enter into an agreement on a non-judicial stamp paper of Gujarat State of necessary amount as per the form of the agreement approved by the Dream City Limited, Surat with required Surety and Undertaking.

IT-29 BRAND NAMES :

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

IT-30 NON-TRANSFERABLE :

Tender documents are not transferable.

IT-31 COST OF TENDERING :

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

IT-32 DEFECT OF TENDER :

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

- IT-33 CHANGE IN A QUANTITY :
The Dream City Limited reserves the right to waive any informality in any tender and to reject one or all tenders without assigning any reasons for such rejections and also to vary to quantities of items or group as specified in the Schedule of price as may be necessary. Claim what so ever by the contractor on the basis of variation of quantities shall not be entertained.
- IT-34 NEW EQUIPMENT AND MATERIAL ;
All materials, equipment and spare parts thereof shall be new, unused and originally coming from manufacturer's plant to the Company. The rebuilt or overhauled equipment/materials will not be allowed to be used on work.
- IT-35 RIGHTS RESERVED ;
The DCL reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reasons. The DCL further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement, for the period of time stated in the notice inviting tenders and no additional payment will be made to the successful tenderer on account of such withholding. The DCL is not obliged to give reasons for any such action.
- IT-36 Managing Director, Dream City Limited, Surat reserves the right to reduce the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.
- IT-37 No mobilisation advance or advance on machinery will be given.
- IT-38 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the details specifications. No conditions will be accepted. The conditional tender will be liable to be rejected.
- IT-39 The surplus excavated earth, after backfilling the trenches shall have to be removed from the site as directed.

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

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

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

SIGNATURE OF THE CONTRACTOR.

DREAM CITY LIMITED

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS :-

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

This form will state the work to be carried out as well as the date/or submitting and opening tenders and the time allowed for carrying out work, also the amount of earnest money to be deposited with the tender and the amount of the Security Deposit to be paid by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties, octroy dues and ground rent will be granted. Copies of the specifications, designs and drawings and estimated rated scheduled rates and any other documents required in connection with the work which shall be signed by the Engineer- in-charge for the purpose of identification shall also be open for inspection by contractors at the office of the Engineer-in- charge 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 company, 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 authorising 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 Managing Director or his duly authorised 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 authorised 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 Company unless it is signed by the Engineer-in-charge.
- (8) The memorandum of work to be tendered for and the schedule of materials to be supplied by the concern department and their rates shall be filled in and completed by the officer of the Engineer-in-charge before the tender form is issued. If a form issued an intending tenderer 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 enhanced rates for any items in this contract.
- (11) Every contractor shall unless excepted in writing by the General Manager concerned, produced alongwith the tender, a solvency certificate of his financial stability from the Collector of the District within which he resides or a Bankers certificates. If he fails to produce such a certificate, his tender may not be considered.
- (12) All corrections and additions or pasted slips should be initiated.
- (13) The 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 Engineer-in-charge.
- (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 Company 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 Engineer-in-charge on Close of every calendar months, the monthly returns in the prescribed forms as to the receipt and actual use of the controlled materials during the month.
- (iii) The contractor shall permit the Engineer- in- charge or his representatives to inspect the stock of the controlled materials stored by him at any time, whenever the Engineer-in-charge or his representatives so desired (s).
- (19) The tender for work shall remain open for a period of 120 days from the date of opening of the price bid for this works and that the tenderer shall not be allowed to withdraws or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or addition/s in the terms and conditions of his tender, not acceptable to the corporation them 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 labourer who shall produce a valid certificate of having been vaccinated against small pox within a period of last 3 years.
- (21) Tenderer should submit True Copy of the Certificate of Registration alongwith the tender without which the tender will not be considered.
- (22) The contractor shall have to give in writing the date completion of the work within a fortnight from the date of work completed by him. Otherwise the date noted on the record by the department shall be reawakened as final and no excuse or representation in that behalf shall be entertained at later date.
- (23) "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 Company.
- (24) 1% Construction cess will be deducted from respective R.A. Bill and Final bill in accordance with the prevailing norms of Govt. Of Gujarat(If applicable).

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Contractor Signature with
Address:
Date :

CONDITIONS OF CONTRACT

CLUASE-1 : Security Deposit

The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) shall (within 10 days of the receipt by him of the notification of the acceptance of his tender otherwise 0.065% per day of S.D. amount will be charged as penalty) deposit with Managing Director, Dream City Limited in cash or Government securities endorsed to the Managing Director sum sufficient which will make up the security deposit specified in the tender.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall

be considered as cancelled. The security

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 absence of the contract on the part of the contractor) and the contractor shall 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: Compensation of the delay

The time allowed for carrying out the work as entered in the tender 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.

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.

CLAUE-3 : Action when whole of security deposit is forfeited.

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

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

(b) To employ labour paid by the Dream City Limited 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 I/C Town Planner 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 I/C Town Planner 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 I/C Town Planner shall be final and conclusive) be borne & paid by the original contractor shall be deducted from any money due to him by Dream City Limited under the contract or otherwise from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

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

In the event of any of the above courses be adopted by the Managing Director 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 thereto actually performed by him under this contract unless and until the I/C Town Planner 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 Particular amount so certified.

CLAUSE-4: Contractor remains liable to pay compensation if action not taken under clause(3)

If the progress of any particular portion of the work is unsatisfactory the Managing Director 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.

CLAUSE-5: Power to take possession of require to removal of, or self contractor's plan

In any case in which any of the powers conferred upon the Managing Director 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 mounting to the whole of his security deposit require or and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the Managing Director 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 I/C Town Planner whose certificate thereof shall be final. In the alternative the Managing Director may by notice in writing to the contractor or his clerk of the works. Foremen or other authorised 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 Managing Director 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, and certificate of the I/C Town Planner 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 conclusive against the contractor.

CLAUSE-6 : Extension of time:

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 Managing Director 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 Managing Director 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 Managing Director in this matter shall be final.

CLAUSE-7 : Final Certification:

On completion of the work the contractor shall be furnished with a certificate by the I/C Town Planner (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 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: Payment on intermediate certificate to regarded as advance.

No payment shall be made for any work, on 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 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.

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 unskilful 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 vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for the completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and binding on all parties.

CLAUSE-9: Payment at reduced rate on account of item of work not accepted as completed to be the discretion of the Engineer-in-charge

The rates for several items of the work agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted as so completed the Engineer-

in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

CLAUSE-10 Time for Bills to be submitted

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

CLAUSE-11: Bills to be on printed forms

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.

CLAUSE-12: Stores supplied by DCL.

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Dream City Limited Store or if it is required that the contractor shall use certain 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 Dream City Limited 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 Dream City 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.

CLAUSE-13 : Works to be executed in accordance with specifications, drawings orders etc.

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.

CLAUSE-14 : Alteration on specifications and design not to invalidate contractors. Rates for works not entered in estimate or schedule to rates of the DCL

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 Dream City Limited is ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence the work or incur any expenditure in regards thereto before the rates shall have been determined as lastly herein before mentioned, then in such case he shall only be entitled to be paid in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the Managing Director will be final.

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

Extension of time in consequence of additions or alterations.

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 certificate of the Engineer-in-charge as to such proportion shall be conclusive.

CLAUSE-15: No compensation for alteration in or restriction of works to be carried out

If at any time after the execution of the contract documents the engineer-in-charge shall for any reason whatsoever, require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop, the work totally or partially, as the case may be. In any such case, except as provided 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 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 Engineer-in-charge, the labour could have been EMPLOYEED by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

CLAUSAE-15-A: On claim to compensation on account of loss due to delay in supply of materials by DCL

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

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

In the case of such delay in the supply of material the Dream City Limited shall grant such extension of time for the completion of the work as shall appear to the Managing Director to be reasonable in accordance with the circumstances of the case. The decision of the Managing Director as to the extension of time shall be accepted as final by the contractor.

CLAUSE-16:

The contractor is to set out and level 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 I/C Town Planner 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 I/C Town Planner 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 I/C Town Planner and after such approval these samples shall be deposited at any place the I/C Town Planner 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 I/C Town Planner.

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 Dream City Limited. 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 Dream City Limited.

CLAUSE-23. Time Limit for unforeseen claim

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

CLAUSE-24: Action and compensation payable in case of bad work:

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

CLAUSAE-25: Work to open be inspection

Contractor is responsible agent to be present.

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 Engineer-in-charge and his subordinates, and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorised agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

CLAUSE-26: Notice to be given before work is covered up

The contractor 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.

CLAUSE-27: Contractor liable for damage done, and or imperfection for three months after certificate.

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

CLAUSE-28 : Contractor to supply plant, scaffolding etc.

And if liable for damages arising from a provision of light fencing etc.

The contractor shall supply at his own cost all materials (except such special materials, if any, as may be supplied from the Pubub works 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 Engineer-in-charge as to any matter on which under these conditions he is entitle 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 Engineer-in-charge 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 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 EMPLOYEED by him.

CLAUSAE-30 : Liability of contractor for any damage done in or outside work area.

Compensation for all damage done intentionally or unintentionally or by contractor's labourers whether in or beyond the limits of municipal property shall be estimated by the Engineer-in-charge or such other office as he may appoint & estimates of Engineer-in-charge subject to the decision of the Managing Director 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 Engineer-in-charge from any sum that may by due or become due from Dream City Limited to the contractor under this contract or otherwise.

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

CLSAUSE-31: Work on Sunday

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

CLAUSE-32: Contract may be rescinded by and security deposit forfeited for subletting it without approval or for be ing a public officer or if contractor becomes insolvent:

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 an insolvent or make any composition with his creditors, or attempt to do the Engineer-in-charge 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 any public officer or person in the employ of Dream City Limited in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer- in-charge may be notice in writing rescind the contract. In the event of contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the deposit of the Dream City Limited & 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.

CLAUSE-33: Sum payable by way of compensating to be considered as reasonable compensation without reference actual loss.

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

CLAUSE-34: Changes in the constitution of firm to be notified.

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

CLAUSE-35: Works to be under the direction of I/C Town Planner

All works to be executed under the control shall be executed under the directions and subject to the approval in the respects of the I/C Town Planner who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE-36 : Decision of the Managing Director, Dream City Limited to be final

Except where otherwise specified in the contract decision of the Managing Director, Dream City Limited 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.

CLAUSE-37 : Lump sum in estimates:

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

CLAUSE-38 : Action where no specification

In the case of any class of work of which there are no such specifications as are mentioned in Rule 1 such work shall be carried out in accordance with the Dream City Limited or Gujarat Government P.W.D. specifications, and in event of there being no Dream City Limited 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 Engineer- in-charge.

CLAUSE-39 : Definition of works

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

CLAUSE-40: Refund of quarry fees and royalties:

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.

CLAUSE-41 Compensation under workmen's compensation Act:

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

CLAUSE-42: Claim for quantities of work entered in the tender estimate:

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

CLAUSE-43: Claim for compensation delay in starting the work:

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.

CLAUSE-44 : Claim for compensation for delay in the excavation of work.

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

CLAUSE-45 : Entering upon or commencing any portion of work:

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

CLAUSE-46: Minimum age of persons EMPLOYEED the employment of donkeys and or other animals & the payment of fair wages:

- (i) No contractor shall employ any person who is under the age of 12 years.
- (ii) No contractor shall employ donkeys or other animals with breching of string or thin rope. The breeching must be atleast three inches wide and should be of tape (Nawar).
- (iii) No animals suffering from sores, lameness or emaciation or which is immature shall be EMPLOYEED on the work.
- (iv)The Engineer-in-charge or his agent is authorised 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 EMPLOYEED 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 I/C Town Planner who shall decide the same. The decision of the I/C Town Planner 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 Dream City Limited at the sanctioned tender rates.

CLAUSE-47: Method of payment.

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.

CLAUSE-48: Acceptance of condition compulsory before tendering for work.

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

CLAUSE-49 Clause Headings

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

CLAUSE-51 : The following conditions are being included in this tender and shall be considered as 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 an increase in amount of work more than 5% of the Contract value. The Additional S.D. shall be recovered from the running bill. When the total of any of work done by the Contractor up to running bills under consideration is more than 5% of the contract value. However, such S.D. shall be recovered in the round figure of Rs. 1000/- i.e. the amount of work done when it exceeds 5% of the contract value it shall be refunded 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 reasons and when the department has to take actions in accordance to clause 3(a) or (b) or (c) of the contract the remaining work has to be carried out by advertising the tender for the remaining work and the whole administrative process right from inviting tenders to finalising the tender etc. 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 finalising the contract for the remaining work. In case a separate advertisement is issued for a single work actual cost of advertisement shall be recovered such recovery shall be in addition to the recovery to be made under clause-3 or such other relevant clauses.

CLAUSE-52 : In continuation of clause No.46(i) if any contractor found employing person or persons under the age of 12 years, during course of the construction at any stage, legal actions shall be taken against him as stipulated in Child Labour (Prohibition & Regulation) Act 1986 and also, a penalty of Rs.20,000/-(Rupees Twenty thousand) shall be imposed which shall be deposited with District Collector in Child Labour Rehabilitation cum Welfare Fund.

CLAUSE-53 : SUBLETTING OF WORKS :

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

CLAUSE-54 SUB-CONTRACTORS FOR TEMPORARY WORKS ETC. :

The owner may give written consent to sub-contractors for execution of any part of the work at the site being entered upon by the contractors provided each individual contractor is submitted to the Engineer-in-charge before being entered into and is approved by him. List of Sub-Contractors is to be supplied. Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-in-charge shall have received copies of any sub-contractors, the contractors shall be and shall remain solely responsible for the quality and proper execution and execution of the works and the performance of all the conditions of contract in all respects as if such

submitting or sub-contracting had not taken place and as if such work had done directly by the Contractor.

CLAUSE-55 GST CLAUSE

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

➤ GST (Goods and 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 and Service Tax) by the Government, the same shall be reimbursed / recovered separately by Dream city Ltd., subject to the submission of Original Receipt / Proof for amount actually remitted by the successful Tenderer / Contractor to the competent Authority along with a certificate form 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, Dream city Ltd. may recover the amount due, from any other payable dues with Dream city Ltd. and decision of Dream city Ltd. shall be final and binding of the Contractor / Successful Bidder in this regard. Further, the nonpayment of GST to the Government may lead to the termination of contract and forfeiture of security Deposit/ Performance Guarantee Amount.

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

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited.**

SIGNATURE OF THE CONTRACTOR.

SCHEDULE - A

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

Dream City Limited shall not issued cement and reinforcement steel to be used for this work.

The cement and reinforcement steel required for the above said work shall be procured by contractor at its own cost.

The brands for cement shall be Ambuja, Ultrateck, Sanghi, Hathi, Sidhdhi, JK Laxmi company confirming to IS-12269/87 latest amendment ISO-9000 of 53 grade only.

Approved make of TMT reinforcement steel :- TATA, SAIL, Rastriya Ispat, Electrothurm, Ramswaroop, National as per confirming to IS 1786/85 latest amendment TMT Fe-415/Fe-500. TMT Steel shall be purchased by only manufacturing company/Authorised dealer/ Distributor/ Stockist only shall be allowed to use 6 mm plain steel shall be as per IS 2062/99 with latest emendment of any brand/make.

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

WASTAGE OF CEMENT AND REINFORCEMENT STEEL :

As the contractor is to bring the cement and steel, the question of considering the wastage on the basic of issue rate does not arise i.e. no separate payment shall be made for any kind of wastage in the materials. The payment for reinforcement bar will be made on theoretical weight basis. The weight shall be computed on the basis of the length of the steel used in the work multiplied by the standard unit weight of MS/HYSD/TMT bar as mentioned in IS code No.1786.

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

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

TESTING OF CEMENT AND STEEL :

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

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

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Contractor Signature with
Address:
Date :

MEMORANDUM

1.	General Description of work	:	Providing & Fixing Chainlink and Barbed wire Fencing including civil work around boundary of Dream City Ltd., At.Khajod, Surat.
2.	Estimated Cost	:	Rs.1,29,89,665.40
3.	Earnest Money Deposit	:	Rs.1,30,000.00
4.	Additional Security Deposit (i) Cash (not less than the amount of earnest money)	:	Rs. 2% of Tender Amount.
	(ii) To be deducted for current bills	:	Rs. -----
	Total Deposit	:	Rs. 2% of Tender Amount.
5.	Time allowed for the completion of work from date fixed in written order to commence	:	12(Twelve) months excluding monsoon.
6.	Compensation for delayed work under Clause 2	:	Zero Point two percent (0.2%) of the contract price per day maximum upto ten percent of the contract price.
7.	The progress of work should confirm to the following schedule		
	1/4 of the work in	:	1/4 of the time.
	1/2 of the work in	:	1/2 of the time.
	3/4 of the work in	:	¾ of the time.
8.	Retention Money Deposit	:	7% (Seven Percent) of workdone and to be deducted form running Account Bills.
9.	Defect Liability Period	:	12 (Twelve) Months From the Completion of work.
10.	Water Charges		1. Water charges shall have to be paid by the Contractor at the rate of 3% of the amount of work done and shall be deducted from the running account bill, if water supplied by SMC. 2. Exemption shall be granted if the contractor makes its own arrangement of water supply.
11.	Construction cess will be deducted from respective R.A.Bill and Final bill in accordance with the prevailing norms of Govt. Of Gujarat.(If applicable).	:	1% of Tender Amount

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

Contractor Signature with
Address:
Date :

Dream City Limited
CONDITION FOR THE WATER SUPPLY & ELECTRIC SUPPLY

- (1) For all the purpose connected with the work, the Contractor shall be allowed the use of water from the Municipal mains where ever available at prevailing rate. The contractors, however, will have to make their own arrangement to get at their cost necessary water connections from the Municipal mains. If the water is in the opinion of the Engineer used improperly or wasted, the Engineer may cause they supply of water to be discontinued or the water will be supplied to the contractors as double the prevailing rate of water of the quantity of water. The contractors will be charged for the cost connected with making any connections with the mains that may be required for the purpose of the work and for after cutting of such connections, besides the usual Municipal charges for the use of meters. If any fixed by the Engineer-in-charge to prevent the misuse of wastage of water by the contractors, the Engineer shall be at liberty to engage a Mukadam at the cost of the contractors on wages not exceeding Rs.50.00 (Rupees fifty only) per months (exclusive of other charges leviabale by the Corporation under rules such as dearness allowance and supervision etc.) for supervising and controlling the use of water by the contractor's men.

If Municipal water mains are not available near by the contractor shall have to make his own arrangements at his cost for sweet protable water required for construction purpose.

- (2) The contractor shall make his own arrangement at his cost for electric supply required for operating various plants and machineris required for the works and for general lighting purpose for site, office labour colony etc.

The energy bills shall also be paid by the contractor.

I/C Town Planner
Surat Municipal Corporation
and Dream City Limited

SIGNATURE OF THE CONTRACTOR.

IMPORTANT INSTRUCTION-A TO THE CONTRACTOR

- (1) This tender document containing Page No.01 to 61 duly signed 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 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 pad or another paper. Anything written on tender papers shall not be considered by Corporation and Contractor shall not be intend to do so.
- (3) Following Certificate shall be enclosed with tender.
 - (a) Solvency Certificate amounting of 20% of tender amount.
 - (b) Registration Certificate of required class given by Governement or Semi-Government firm.
 - (c) Income-Tax clearance certificate.
 - (d) List of work done by Contractor with its volume.
- (4) This is annual rate contract, It the work given to one or more Contractors, the time limit shall be as per memorandum of the tender.

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

SIGNATURE OF THE CONTRACTOR.

IMPORTANT INSTRUCTION-B TO TENDERER

1. -----
 | Affix latest |
 | passport size |
 | photo of |
 | tenderer |
 | |
 | |

 Specimen Signature of the Contractor

2. -----
 | 1 | 2 | 3 | 4 |
 | | | | |
 | AFFIX 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
2. _____ Agreement is compulsory
 in case of partnership
3. _____ agency.
4. _____

3. Submission of income tax clearance certificate of last three years is compulsory for tenderer submitting agency.
4. Submission of sale tax certificate, with proof of residence is compulsory for tenderer.
5. In case of Government royalty applicable to tenderer, it is compulsory to submit a receipt of royalty payment with tender.
6. The Photograph and specimen signature of contractor will be cross checked, whenever contractor receives payment in account section of DCL.
7. The specimen signature of contractor will be cross checked by Account Department of DCL, in case of representative of Contractor alongwith letter of authority of a person who signed an agreement, receives payment.
8. In case of octroi applicable to the goods of supplier/tenderer, the tenderer/supplier has to submit an attested copies of Xerox of all octroi receipts.

**I/C Town Planner
 Surat Municipal Corporation
 and Dream City Limited**

SIGNATURE OF THE CONTRACTOR.

SPECIFICATIONS OF MATERIALS

M-1 WATER :

- 1.1 Water shall not be salty or brackish and shall be clean, reasonably clear and free from objectionable quantities of silt and traces of oil and injurious alkalies, salts, organic matter and other deleterious material which will either weaken the mortar or concrete or cause efflorescence or attack the steel in R.C.C. Container for transport, storage and handling of water shall be clean. Water shall conform to the standards specified in I.S. 456-2000.
- 1.2 If required by the Engineer-in-charge it shall be tested by comparison with distilled water. Comparison shall be made by means of standard cement tests for soundness, time of setting and mortar strength as specified in I.S. 269-1989. Any indication of unsoundness, change in time of setting by 30 minutes or more or decrease of more than 10 percent in strength of mortar prepared with water sample when compared with the results obtained with mortar prepared with distilled water shall be sufficient cause for rejection of water under test.
- 1.3 Water for curing mortar, concrete or masonry should not be too acidic or too alkaline. It shall be free of elements which significantly affect the hydration reaction or otherwise interfere with the hardening of mortar or concrete during curing or those which produce objectionable stains or other unsightly deposits on concrete or mortar surfaces.
- 1.4 Hard and bitter water shall not be used for curing.
- 1.5 Portable water shall generally be found suitable for curing mortar or concrete.

M-2 LIME :

- 2.1 Lime shall be hydraulic lime as per I.S. 712-1984. Necessary tests shall be carried out as per I.S. 6932 (Parts I to X) 1995.
- 2.2 The following field tests for limes are to be carried out ---
 - a] A very rough idea can be formed about the type of lime by its visual examination i.e. fat lime bears pure white colour, lime in form of porous lumps of dirty white colour, indicates quick lime, and solid lumps the unbrunt lime stone.
 - b] Acid tests for determining the carbonate content in lime. Excessive amount of impurities and rough determination of class of lime.
- 2.3 Storage shall comply with I.S. 712-1984. The slaked lime, if stored, shall be kept in a weather proof and damp proof shed with impervious floor and sides to protect it against rain, moisture, weather and extraneous materials mixing with it. All lime that has been damaged in any way shall be rejected and all rejected materials shall be removed from site of work.
- 2.4 Field testing shall be done according to I.S. 162-1989 to show the acceptability of materials.

M-3 CEMENT :

- 3.1 Cement shall be ordinary portland slag cement as per I.S. 269-1989 or Portland slag cement as per I.S. 455-1976 and revised latest I.S.

M-4 WHITE CEMENT :

- 4.1 The white cement shall conform to I.S. 8042-1989.

M-5 COLOURED CEMENT :

- 5.1 Coloured cement shall be with white or grey portland cement as specified in the item of the work.
- 5.2 The pigments used for coloured cement shall be of approved quality and shall not exceed 10% of cement used in the mix. The mixture of pigment and cement shall be properly

ground to have a uniform colour and shade. The pigments shall have such properties as to provide for durability under exposure to sun-light and weather.

- 5.3 The pigment shall have the property such that it is neither affected by the cement nor detrimental to it.

M-6 SAND :

- 6.1 Sand shall be natural sand, clean, well graded, strong, durable and gritty particles free from injurious amounts of dust, clay, kankar nodules, soft or flaky particles, shale, alkali, salts, organic matter, loam, mica or other deleterious substances and shall be got approved from the Engineer-in-charge. The sand shall not contain more than 8% of silt as determined by field tests. If necessary the sand shall be washed to make it clean.

- 6.2 Coarse Sand : The fineness modulus of coarse sand shall not be less than 2.5 and shall not exceed 3.0. The sieve analysis of coarse sand shall be as under ---

I.S. Sieve Designation	% by weight passing sieve	I.S. Sieve Designation	% by weight passing sieve
4.55 mm	100	600 Micron	30-100
2.36 mm	900-100	300 Micron	5-70
1.18 mm	70-100	150 Micron	0-60

- 6.3 Fine Sand : The fineness modulus shall not exceed 1.0. The sieve analysis of fine sand shall be as under ---

I.S. Sieve Designation	% by weight passing sieve	I.S. Sieve Designation	% by weight passing sieve
4.55 mm	100	600 Micron	40-85
2.36 mm	100	300 Micron	5-50
1.18 mm	75-100	150 Micron	0-10

M-7 STONE DUST :

- 7.1 This shall be obtained from crushing hard black trap or equivalent, it shall not contain more than 8% of silt as determined by field test with measuring cylinder. The method of determining silt contents by field test is given as under.

- 7.2 A sample of stone dust to be tested shall be placed without drying in 200 mm measuring cylinder. The quantity of the sample shall be such that it files the cylinder upto 100 mm mark. The clean water shall be added upto 150 mm mark. The mixture shall be stirred vigorously and the content allowed to settle for 3 hours.

- 7.4 The height of silt visible as settled layer above the stone dust shall be expressed as percentage of the height of the stone dust below. The stone dust containing more than 8% silt shall be washed so as to bring the silt content within the allowable limit.

- 7.5 The fineness modulus of stone dust shall not be less than 1.80.

M-8 STONE GRIT :

- 8.1 Grit shall consist of crushed or broken stone and be hard, strong, dense, durable, clean, of proper gradation and free from skin or coating likely to prevent proper adhesion of mortar. Grit shall generally be cubical in shape and as far as possible flaky elongated pieces shall be avoided. It shall generally comply with the provisions of I.S. 383-1990. Unless a special stone of a particularly quarry is mentioned, grit shall be obtained from the best black trap or equivalent hard stone as approved by the Engineer-in-charge. The grit shall have no deleterious reaction with cement.

- 8.2 The grit shall conform to the following gradation as per sieve analysis :

I.S. Sieve Designation	% by weight passing sieve	I.S. Sieve Designation	% by weight passing sieve
12.50 mm	100%	4.75 mm	2.20%
10.00 mm	80-100%	2.36 mm	0.25%

- 8.3 The crushing strength of grit will be such as to allow the concrete in which it is used to build-up the specified strength of concrete.
- 8.4 The necessary tests for grit shall be carried out as per the requirements of I.S. 2338 (Parts I to VIII) 1988, as per instruction of the Engineer-in-charge. The necessity of test will be decided by the Engineering-in-charge.

M-9 CINDER :

- 9.1 Cinder is well burnt furnace residue which has been fused or sintered into lumps of varying sizes.
- 9.2 Cinder aggregates shall be well burnt furnace residue obtained from furnace using coal fuel only. It shall be sound clean and free from clay, dirt, ash or other deleterious matter.
- 9.3 The average grading for cinder aggregates shall be as mentioned below :
- | | |
|---------|-----|
| 20 mm | 100 |
| 10 mm | 86 |
| 5.75 mm | 70 |
| 2.36 mm | 52 |

M-10 LIME MORTAR :

- 10.1 LIME : Shall conform to specification M-2. WATER : Water shall conform to specification M-1. SAND : Sand shall conform to specification M-6.
- 10.2 PROPORTION OF MIX Mortar shall consist of such proportions of slaked lime and sand as may be specified in the item. The slaked lime and sand shall be measured by volume.
- 10.3 PREPARATION OF MORTAR Lime mortar shall be prepared by wet process as per I.S. 1625-1971. Power driven mill shall be used for preparation of lime mortar. The slaked lime shall be placed in the mill in an even layer and ground for 180 revolutions with sufficient water. Water shall be added as required during grinding (care being taken not to add more water) that will bring the mixed material to a consistency of stiff paste. Thoroughly wetted sand shall then be added evenly and the mixture ground for another 180 revolutions.
- 10.4 STORAGE : Mortar shall always be kept damp, protected from sun and rain till used up, covering it by tarpaulin or open sheds.
- 10.5 USE: All mortar shall be used as soon as possible after grinding. It should be used on the day on which it is prepared. But in no case mortar made earlier than 36 hours shall be permitted for use.

M-11 CEMENT MORTAR :

- 11.1 Water shall conform to specification M-1. Cement shall conform to specification M-3. Sand shall conform to M-5.
- 11.2 PROPORTION OF MIX : 11.2.1 Cement and sand shall be mixed to specified proportions, sand being measured by measuring boxes. The proportion of cement shall be by volume on the basis of 50 Kg./Bag of cement being equal to 0.0342 cu.m. The mortar may be hand mixed or machine mixed as directed.
- 11.3 PREPARATION OF MORTAR : 11.3.1 In hand mixed mortar, cement and sand in the specified proportions shall be thoroughly mixed dry on a clean impervious platform by turning over at least 3 times or more till a homogeneous mixture of uniform colour is obtained. Mixing platform shall be so arranged that no deleterious extraneous material shall get mixed with mortar or mortar shall flow out. While mixing, the water shall be gradually added and thoroughly mixed to form a stiff plastic mass of uniform colour so

that each particle of sand shall be completely covered with a film of wet cement. The water cement ratio shall be adopted as directed.

- 11.4 The mortar so prepared shall be used within 30 minutes of adding water. Only such quantity of mortar shall be prepared as can be used within 30 minutes.

M-12 STONE COARSE AGGREGATE FOR NOMINAL MIX CONCRETE :

- 12.1 Coarse aggregate shall be of machine crushed stone of black trap or equivalent and be hard, strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.

- 12.2 The aggregate shall generally be cubical in shape. Unless special stones of particular quarries are mentioned aggregates shall be machine crushed from the best black trap or equivalent hard stone as approved. Aggregate shall have no deleterious reaction with cement. The size of the coarse aggregate for plain cement concrete and ordinary reinforced cement concrete shall generally be as per the table given below. However, in case of reinforced cement concrete the maximum limit may be restricted to 6 mm. less than the minimum lateral clear distance between bars or 6mm. less than the cover whichever is smaller.

TABLE

I.S. Sieve Designation	Percentage Passing for single sized aggregates of nominal size		
	40 mm	20 mm	16 mm
80 mm	-	-	-
63 mm	100	-	-
40 mm	80-100	100	-
20 mm	0-20	85-100	100
16 mm	-	-	85-100
12.5 mm	-	-	-
10 mm	0.5	0.20	0.30
4.75 mm	-	0.50	0.50
2.75 mm	-	-	-

NOTE:- This percentage may be varied somewhat by the Engineer-in-charge when considered necessary for obtaining better density and strength of concrete.

- 12.3 The grading test shall be taken in the beginning and at the change of source of materials. The necessary tests indicated in I.S. 383-1990 and I.S. 456-2000 shall have to be carried out to ensure the acceptability. The aggregates shall be stored separately and handled in such a manner as to prevent the intermixing of different aggregates. If the aggregates are covered with dust, they shall be washed with water to make, them clean.

M-13 BLACK TRAP OR EQUIVALENT HARD STONE COARSE :

- 13.1 Aggregate for Design Mix Concrete : Coarse aggregate shall be of machine crushed stone of black trap or equivalent hard stone and be hard, strong, dense, durable, clean and free from skin and coating likely to prevent proper adhesion of mortar.

- 13.2 The aggregates shall generally be cubical in shape, unless special stones of particular quarries are mentioned, aggregates shall be machine crushed from the best, black trap or equivalent hard stones as approved. Aggregate shall have no deleterious reaction with cement.
- 13.3 The necessary tests indicated in I.S. 383-1990 and I.S. 456-2000 shall have to be carried out to ensure the acceptability of the material.
- 13.4 If aggregate is covered with dust it shall be washed with water to make it clean.

M-14 BRICK BATS AGGREGATE :

- 14.1 Brick bat aggregate shall be broken from well burnt or slightly over burnt and dense bricks. It shall be homogeneous in texture, roughly cubical in shape, clean and free from dirt of any other foreign material. The brick bats shall be of 40 mm to 50 mm size unless otherwise specified in the item. The underburnt or overburnt brick bats shall not be allowed.
- 14.2 The brick bats shall be measured by volume by suitable boxes as directed.

M-15 FLYASH BUILDING BRICKS :

The Flyash building bricks shall conform to Grade-5 of IS-13757. The frog of the 80 to 100 mm x 40 mm x 10 to 20 mm size.

The size of modular bricks shall be 190 mm x 90 mm x 90 mm.

The size of conventional brick shall be 230 mm x 110 mm x 70 mm.

Only bricks of one standard size shall used on one work. The following tolerances shall permitted in the conventional size adopted in a particular work:

Length : \pm 4 mm

Width : \pm 2 mm

Height : \pm 2 mm

The physical characteristic of bricks shall be as follows.

The minimum compressive strength of Flyash building bricks shall not be less than 70 Kg/Sq.Cm. and the test shall be conform to IS-3495 (Part-I).

The averages water absorption not more than 20 percentage by weight and the test shall conform to IS-3495(Part-3). Sampling of Flyash building bricks and criteria for conformity shall be as per I.S.:5454.

M-16 STONE :

- 16.1 The stone shall be of the specified variety such as Granite/Trap stone/Quarzite or any other type of good hard stones. The stones shall be obtained only from the approved quarry and shall be hard, sound, durable and free from defects like cavities, cracks, sand holes, flaws, injurious viens, patches of loose or soft materials etc. and weathered portions and other structural defects or imperfections tending to affect their soundness and strength. The stone with round surface shall not be more than 5% of dry weight. When tested in accordance with I.S. 1134-1985. The minimum crushing of the strength of the stone shall be 200 Kg./Sq.Cm. unless otherwise specified.
- 16.2 The samples of the stone to be used shall be got approved before the work is started.
- 16.3 The khanki facing stone shall be dressed by chisel as specified in the item for khanki facing in required shape and size. The face of the stone shall be so dressed that the bushing on the exposed face shall not project by more than 40 mm. from the general wall surface and on face to be plastered it shall not project by more than 19 mm nor shall it have depressions more than 10 mm from the average wall surface.

M-17 LATERITE STONE :

- 17.1 Laterite stone shall be obtained from the approved quarry. It shall be compacted in texture, sound, durable and free from soft patches. It shall have a minimum crushing strength of 100 Kg/Sq.Cm. in its dry condition. It shall not absorb water more than 20% of its own weight, when immersed for 25 hours in water. After quarrying, the stone shall be allowed to weather for some time before using in work.
- 17.2 The stone shall be dressed into rectangular blocks so that all faces are free from waviness and unevenness and the edges true and square.
- 17.3 Those types of stone in which white clay occurs should not be used.
- 17.4 Special corner stones shall be provided where so directed.

M-18 MILD STEEL BARS/TMT/CRS BARS :

- 18.1 Mild steel bars reinforcement TMT/CRS Bars for R.C.C. work shall conform to I.S. 432 (Part-II)-1982 and shall be of tested quality. It shall also comply with the relevant part of I.S. 456-1978 and revised latest I.S. Code.
- 18.2 All the reinforcement shall be clean and free from dirt, paint, grease, mill scale or loose or thick rust at the time of placing.
- 18.3 For the purpose of payment the bar shall be measured correct upto 10 mm length and weight payable worked out as per the rate specified below :

(i)	6 mm	0.22 Kg/Rmt.
(ii)	8 mm	0.38 Kg/Rmt.
(iii)	10 mm	0.62 Kg/Rmt.
(iv)	12 mm	1.89 Kg/Rmt.
(v)	14 mm	1.21 Kg/Rmt.
(vi)	16 mm	1.58 Kg/Rmt.
(vii)	18 mm	2.00 Kg/Rmt.
(viii)	20 mm	2.47 Kg/Rmt.
(ix)	22 mm	2.98 Kg/Rmt.
(x)	25 mm	2.85 Kg/Rmt.
(xi)	28 mm	4.38 Kg/Rmt.
(xii)	32 mm	6.31 Kg/Rmt.
(xiii)	36 mm	7.31 Kg/Rmt.
(xiv)	40 mm	9.86 Kg/Rmt.

M-19 HIGH YIELD STRENGTH STEEL DEFORMED BARS :

- 19.1 High yield strength steel deformed bars shall be either cold twisted or hot rolled and shall conform to I.S. 1739-1978 and I.S. 1139-1966 respectively.
- 19.2 Other provisions and requirements shall conform to specification No. M-18 for Mild Steel Bars.

M-20 HIGH TENSILE STEEL WIRES :

- 20.1 The high tensile wires for use in prestressed concrete shall conform to I.S. 2090-1983.
- 20.2 The tensile strength of the high tensile steel bars shall be as specified in the item. In absence of the given strength and minimum strength shall be taken as per para 6-1 of the I.S. 1785-1962. Testing shall be done as per I.S. requirements.
- 20.3 The high tensile steel shall be free from loose mill scale, rust, oil, grease or any other harmful matter. Cleaning of steel bars may be carried out by immersion in solvent solution, wire brushing or passing through a pressure box containing carborundum.

20.4 The high tensile wire shall be obtained from manufactures in coils having diameter not less than 350 times the diameter of wire itself so that wire springs back straight on being uncoiled.

M-21 MILD STEEL BINDING WIRE :

21.1 The mild steel wire shall be of 1.63mm or 1.22mm (16 or 18 guage) diameter and shall conform to I.S. 280-1978.

21.2 The use of black wire will be permitted for binding reinforcement bars. It shall be free from rust, oil, paint, grease, loose mill scale or any other undesirable coating which may prevent adhesion of cement mortar.

M-22 PAINTS :

22.1 Oil Paints :

Oil paints shall be of the specified colour and shade, and as approved. The ready mixed paints shall only be used. However, if ready mixed paint or specified shade or tint is not available white ready mixed paint with approved stainer will be allowed. In such a case, the contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meed with the following general requirements -

i] Paint shall not show excessive setting in a freshly opened full can and shall easily be redispersed with paddle to a smooth homogeneous state. The paint shall show no curdling, livering, caking or colour separation and shall be free from lumps and skins.

ii] The paint as received shall brush easily, possess good levelling properties and show no running or sagging tendencies.

iii] The paint shall not skin within 48 hours in a three quarters filled closed container.

iv] The paint shall dry to a smooth uniform finish free from roughness, grit unevenness and other imperfections.

Ready mixed paid shall be used exactly as received from the manufacturers and generally according to their instructions and without any admixtures whatsoever.

22.2 Enamel Paints :

The enamel paint shall satisfy in general requirements as mentioned in specification of oil paints. Enamel paints shall conform to I.S. 2933-1991.

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SIGNATURE OF THE CONTRACTOR.

GENERAL TECHNICAL SPECIFICATION FOR BUILDING WORKS

GENERAL :

1. In the specification "as directed"/"Approved" shall be taken to mean "as directed"/approved by the Engineer-in-charge.
2. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
3. In "Mode of Measurement" in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provisions 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 out nearest to the following limits :
 - (i) Length, width and depth (height) 0.01 Mt.
 - (ii) Areas 0.01 Sq.Mt.
 - (iii) Cubic Contents 0.01 Cu.Mt.In recording dimensions of work.
The sequence of length, width and height (depth) or thickness shall be followed.
5. The distance which constitutes lead shall be determined along the shortest partial route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regard shall be taken as final.
6. Where no lead is specified, it shall mean "all leads".
7. Lift shall be measured from plinth level.
8. Definite particulars covered in the items of work, though not mentioned or elucidated in its specifications shall be deemed to be included therein.
9. Reference to specifications of materials as made in the detailed specification the items of works is in the form of a designation containing the number of the specification of the material and prefix 'M' e.g. 'M-s'.
10. Approval of the samples of various materials given by the Engineer-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 Engineer-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 and when rejected by the Engineer-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, alignment of the works 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 of after completion of the structure.
19. Special modes of construction not adopted in general Engineering practice, if proposed to be adopted by the Contractor, shall be considered only if the contractor provides swatisfactor evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Engineer-in-charge shall not, however, absolve the contractor of the responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
20. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the Contractor.
21. The contractor shall be responsible for observing the rules and regulations imposed under the "Minor Minerals Act", and such other laws and rules prescribed by Government from time to time.
22. All necessary safety measures and precautions (including those laid down in the various relevent Indian Standards) shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
23. The testing charges of all materials shall be borne by the Contractor.
24. Approval to any or the executed items for the work dose not in any way releive the contractor of his responsibility for the correctness, soundness and strength of the structure as per the drawings and specifications.

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SIGNATURE OF THE CONTRACTOR.

ITEMWISE DETAILED TECHNICAL SPECIFICATIONS

ITEM NO.1:

Excavation for foundation including sorting out and stacking of useful materials and disposing of the excavated stuff upto 50 mt. lead and watering etc. complete.

(A) Loose or soft soil (1) Up to 1.5 Mt. depth

1.1.0 GENERAL

1.1.1 Any soil which generally yields to the application of pickaxes and shovels or jumpers or scarifiers phawaras rakes or any such excavation implement or organic soil, gravel, silt, sand turf loam, clay, peat etc. fall under this category.

1.2.0 CLEARING THE SITE

1.2.1 The site on which the structure is to be built shall be cleared, and all obstructions, loose stone, materials and rubbish of all kind, bush, wood and trees shall be removed as directed. The materials so obtained shall be the property of the Corporation and shall be conveyed and stacked as directed within 50 Mts. lead. The roots of the trees coming in the sides shall be cut and coated with a hot asphalt.

1.2.2 The rate of site clearance is deemed to be included in the rate of earth work for which no extra amount will be paid.

1.3.0 SETTING OUT

After clearing the site, the centre lines will be given by the Engineer-in-charge. The contractor shall assume full responsibility for alignment, elevation and dimension of each and every part of the work. The contractor shall supply labour, materials etc. required for setting out the reference marks and bench marks and shall maintain them as long as required and directed.

1.4.0 EXCAVATION

The excavation in foundation shall be carried out in true line and level and shall have the width and depth as shown in the drawings or as directed. The contractor shall do the necessary shoring and shuttering at his own cost and as approved by the Engineer or his Consultant. The payment for such precautionary measures shall be included in this work. The bottom of the excavated area shall be levelled both longitudinally & transversely as directed by removing and watering as required. No earth filling will be allowed for bringing it to level, if by mistake or any other reason excavation is made deeper or wider than that shown on the plan or as directed. The extra depth or width shall be made up with concrete of the same proportion as specified for the foundation concrete at the cost of the contractor. The excavation upto 1.5 Mts. depth shall be measured under this item. The site conditions may require excavation in parts as per schedule of excavation. No extra payment will be claimed for this operation schedule.

1.5.0 DISPOSAL OF EXCAVATED MATERIALS

1.5.1 No materials excavated from the foundation trenches, of whatever kind they may be, are to be placed even temporarily upto 1.5 Mts. or at the distance prescribed by the Engineer, from the outer edge of excavation. All materials excavated shall remain the property of the Corporation. Rate of excavation shall include sorting out of useful materials and stacking them separately as directed within the specified lead. Materials suitable and useful for backfilling or other use shall be stacked in convenient places but not in such a way as to obstruct free movement of men, animals and vehicles or encroach upon the area required for constructional purposes. The site shall be left clean of all debris on completion.

1.5.2 Disposal of excavated materials is subject to the following - Unsuitable materials obtained from clearing site and excavation shall be disposed off within a lead or 50 Mts. as directed. Useful materials obtained from clearing site & excavation shall be stacked within lead of 50

Mts. beyond the building area as directed. Materials suitable for back- filling shall be stacked at convenient places within a lead of 50 Mts.and will be allowed to be used by the contractor on payment at rates laid down in the contract or if not so laid down,at scheduled rates of the Division or at mutually agreed rates if there are no such rates in the schedule of rates.

1.6.0 MODE OF MEASUREMENT AND PAYMENT

1.6.1 The measurement of excavation in trenches for foundation shall be made according to the sections of trenches shown on the drawing or as per sections given by the Engineer-in-charge of as directed. No payment shall be made for surplus excavation made in excess or above requirements or due to stopping and sloping back as found necessary on account of conditions of soil and requirements of safety or construction schedule requiring excavation to be done in parts.

1.6.2 No extra payment shall be made for temporary pumping of water / sewage due to abnormal adverse conditions /climate.

1.6.3 The rate shall be for a unit of one cubic meter.

ITEM NO.2 :-

Providing & laying cement concrete 1:2:4 (1 cement : 2 sand : 4 graded stone agg 20 mm nominal size) & curing comp. Include. Cost of form work but exclu. Cost of reinforcement for reinforced concrete work in

2.1.0 Materials :-

Water shall conform to M-1, Cement shall conform to M-3. Sand shall conform to M-6. Grit shall conform to M-8. Graded stone aggregate 20 mm nominal size shall conform to M-12.

2.2.0 General :-

2.2.1 The concrete mix is not required to designed by preliminary tests. The proportion of the concrete mix shall be 1:2:4 [1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size] by volume Concrete work shall have exposed concrete surface or as specified the item.

2.2.2 The designation ordinary M-100, M-150, M-200, M-250 specified as per I.S.corresponding approximately to 1:3:6 1:2:4, 1:1:1, 1/2: 3 and 1:1:2 nominal mix of ordinary concrete by volume respectively with conforming to IS:456.

2.2.3 The ingredients required for ordinary work, containing one bag of cement of 50 kg. by weight [0.0342 cu.m.] for different proportion of mix shall be as under.

Grade	Toral quantity of dr aggregate by volume per 50 Kg. of cement t be taken as the sume of individual volume of fine and coarse aggregate maximum	Proportion of fine aggregate of coarse aggregate	quantity of water per 50 Kg. of cement maximum
M-100 (1:3:6)	300 Liters	Generally 1:3 for fine aggregate to coarse aggregate by volume but subject to and upper limit	35 Liters
M-150 (1:3:6)	220 Liters		32 Liters
M-150 (1:1.5:3)	160 Liters		30 Liters
M-250 (1:1:2)	100 Liters		27 Liters

2.2.4 The water cement ratios shall not be more then those specified in the table. The cement content of the mix specified in the table shall be increased if the quantity of

- water in a mix has to be increased to overcome the difficulties of placement and compaction so that the water cement ratio specified in the table is not exceeded.
- 2.2.5 Workability of the concrete shall be controlled by maintaining a water cement ratio that is found to give a concrete mix which is just sufficiently wet to be placed and compacted without difficulty with the means available.
- 2.2.6 The maximum size of coarse aggregate shall be as large as possible within the limits specified but in no case greater than one fourth of the minimum thickness of the member, provided that the concrete can be placed without difficulty so as to surround all reinforcement throughly and to fill the corners of the form.
- 2.2.7 For reinforced concrete work, coarse aggregates having a nominal size of 20 mm generally considered satisfactory.
- 2.2.8 For heavily reinforced concrete members as in the case of the ribs of main beams the nominal maximum size of coarse aggregate should usually be restricted to 5 mm, less than the minimum clear distance between the main bars, or 5 mm, less than the minimum cover to the reinforcement whichever is smaller.
- 2.2.9 Where the reinforcement is widely spaced as in solid slabs, limitations of size of the aggregate may not be so important and the nominal maximum size may some times be as great as or greater than the minimum cover.
- 2.2.10 Admixture may be used in concrete only with approval of Engineer-in-charge based upon the evidence that with the passage of time; neither the compressive strength of concrete is reduced nor are other requisite qualities of concrete and steel impaired by the use of such admixtures.
- 2.3.0 WORKMANSHIP :
- 2.3.1 General :- The bars shall be kept in position by the following method:
 In case of beam and slab construction, sufficient number of precast cover blocks in cement mortar 1:2 [1 cement 2 coarse sand] about 4 x 4 cms. section of thickness equal to the specified cover shall be placed between the bars and shuttering as to secure and maintain the requisite cover of concrete over the reinforcement.
 In case of cantilevered or doubly reinforced beams or slabs, the main reinforcing bars shall be held in position by introducing cabin spacers or supports bars at 1.0 to 1.2 metres centres.
 In case of columns and wall, the vertical bars shall be kept in position by means of timber templates with slots accurately cut in them, the templates shall be removed after concreting has been done below it. The bars may also be suitably tied by means of annealed steel wires to the shuttering to maintain their position during concreting.
 All bars projecting from pillars, columns, beams, slabs etc. to which other bars and concrete are to be attached or bounded to later on, shall be protected with a coat of thin neat cement grout, if the bars are not likely to be incorporated with succeeding mass of concrete within the following 10 days. This coat of thin neat cement shall be removed before concreting.
- 2.3.2 Proportioning :-
 Proportioning shall be done by volume, except cement which shall be measured in terms of bags of 50 kg. weight. The volume of one such bag being taken as 0.0342 cu. metre. Boxes of suitable sizes shall be used for measuring sand and aggregate. The size of the boxes [internal] shall be 35x25 cms. and 40 cms. deep. While measuring the aggregate and sand, the boxes shall be filled without shaking, ramming or hammering. The proportioning of sand shall be on the basis of its dry volume and in case of damp sand, allowances for bulking shall be made.
- 2.3.3 Mixing :-
- 2.3.3.1 For all work, concrete shall be mixed in a mechanical mixer which along with other accessories shall be kept in first class working condition and so maintained throughout

the construction. Measured quantity of aggregate, sand and cement required for each batch shall be poured into the drum of the mechanical mixer while it is continuously running. After about half a minute of dry mixing measured quantity of water required for each batch of concrete mix shall be added gradually and mixing continued for another one and half minute. Mixing shall be continued till materials are uniformly distributed and uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate shown complete coating of mortar containing its proportionate amount of cement. In no case shall the mixing be done for less than two minutes after all ingredients have been put into the mixer.

2.3.3.2 When hand mixing is permitted by the Engineer-in-charge for small jobs or for certain other reasons, it shall be done on the smooth watertight platform large enough to allow efficient turning over the ingredients of concrete before and after adding water. Mixing platform shall be so arranged that no foreign material gets mixed with concrete nor the mixing water flow out. Cement in required number of bags shall be placed in a uniform layer on top of the measured quantity of fine and coarse aggregate, which shall also be spread in a layer of uniform thickness on the mixing platform. Dry coarse and fine aggregate and cement shall then be mixed thoroughly by turning over to get a mixture of uniform colour. Specified quantity of water shall then be added gradually through a rose can and the mass turned over till a mix of required consistency is obtained. In hand mixing, quantity of cement shall be increased by 10 percent above that specified.

2.3.3.3 Mixer which have been out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch, unless otherwise agreed to by the Engineer-in-charge. The first batch of concrete from the mixture shall contain only two thirds of normal quantity of coarse aggregate. Mixing plant shall be thoroughly cleaned before changing from one type of cement concrete to another.

2.3.4 Consistency :

The degree of consistency which shall depend upon the nature of the work and methods of vibration of concrete, shall be determined by regular slump test in accordance with I.S. 1199 : 1959. The slump of 10 mm to 25 mm shall be adopted when vibrators are used and 80 mm when vibrators are not used.

2.3.5 Inspection :

2.3.5.1 Contractor shall give the Engineer-in-charge due notice before placing any concrete in the forms to permit to inspect and accept the false work and forms as to their strength, alignment and general fitness but such inspection shall not relieve the contractor of his responsibility for the safety of men, machinery, materials and for results obtained. Immediately before concreting, all forms shall be thoroughly cleaned.

2.3.5.2 Centring design and its erection shall be got approved from the Engineer-in-charge. One carpenter with helper shall invariably be kept present throughout the period of concreting. Movement of labour and other persons shall be totally prohibited for reinforcement laid in position. For access to different parts suitable mobile platform shall be provided so that steel reinforcement in position is not disturbed. For ensuring proper cover, mortar blocks of suitable size shall be cast and tied to the reinforcement. Timber, kapachi or metal pieces shall not be used for this purpose.

2.3.6 Transporting and laying :-

2.3.6.1 The method of transporting and placing concrete shall as approved. Concrete shall be so transported and placed that no contamination segregation or loss of its constituent material takes place.

2.3.6.2 All form work shall be cleaned and made free from standing water dust snow or ice immediately before placing of concrete. No concrete shall be placed in any part of structure until the approval of Engineer-in-charge.

- 2.3.6.3 Concreting shall proceed continuously over the area between construction joints. Fresh concrete shall not be placed against concrete which has been in position for more than 30 minutes unless a proper construction joint is formed. Concrete shall be compacted in its final position within 30 minutes of its discharge from the mixer. Except where otherwise agreed to by the Engineer-in-charge concrete shall be deposited in horizontal layers to a compacted depth of not more than 0.45 metre when internal vibrators are used and not exceeding 0.30 metre in all other cases.
- 2.3.6.4 Unless otherwise agreed to by the Engineer-in-charge, concrete shall not be dropped into place from a height exceeding 2 meters.
- 2.3.6.5 When trunking or chutes are used they shall be kept close and used in such a way as to avoid segregation. When concreting has to be resumed on a surface which has hardened, it shall be roughened, swept clean, thoroughly wetted, and covered with a 13 mm thick layer of mortar composed of cement and sand in the same ratio as in the concrete mix itself, this 13 mm layers of mortar shall be freshly mixed and placed immediately before placing of new concrete. Where concrete has not fully hardened, all laitance shall be removed by scrubbing the wet surface with wire or bristle brushes, care being taken to avoid dislodgement of any particles, of coarse aggregate. The surface shall then be thoroughly wetted, all free water removed, and then coated with neat cement grout, The first layers of concrete to be placed on this surface shall not exceed 150 mm in thickness and shall be well rammed against old work, particular attention being given to corners and close spot.
- 2.3.6.6 All concrete shall be compacted to produce a dense homogeneous mass with the assistance of vibrators, unless otherwise permitted by the Engineer - in - charge for exceptional cases such as concreting under water where vibrators cannot be used. Sufficient vibrators in serviceable condition shall be kept at site so that spare equipment is always available in the event of breakdowns.
- 2.3.6.7 Concrete shall be judged to be compacted when the mortar fills the spaces between the coarse aggregate and begins to cream upto form an even surface. Compaction shall be completed before the initial setting starts i.e. within 30minutes of addition of water to dry mixture. During compaction. It shall be observed that needle vibrators are not applied on reinforcement which is likely to destroy the bond between concrete and reinforcement.
- 2.3.7 Curing :-
Immediately after compaction, concrete, weather including rain, running water, shocks, vibration, traffic, rapid temperature changes frost and drying out process it shall be covered with wet sacking, hessian or other similar absorbant material approved, soon after the initial set and shall be kept continuously wet for a period of not less than 14 days from the date of placement. Masonry work over foundation concrete may be started after 48 hours of its laying but curing of concrete shall be continued for a minimum period of 14 days.
- 2.3.8 Sampling and Testing of concrete :-
- 2.3.8.1 Samples from fresh concrete shall be taken as per IS 1199:1999 and cubes shall be made, cured and tested at 7 days and 28 days as per requirements in accordance with IS 516:1959. A random sampling procedure shall be adopted to ensure that each concrete batch shall have a reasonable chance of being tested i.e. the sampling should be spread over the entire period of concreting and cover all mixing units. The minimum frequency of sampling of concrete of each grade shall be in accordance with following.

2.3.8.2	Quantity of concrete in the work	No. of samples
	1-5 Cmt.	1
	6-15 Cmt.	2
	16-30 Cmt.	3
	31-50 Cmt.	4
	51-and above	4+one additional sample for each additional 50 cmt. or part there of.

Note:- Atleast one sample shall be taken from shift. The test specimens shall be made from each sample, five for testing at 7 days and the remaining five at 28 days. The samples of concrete shall be taken on each day of the concreting as per above frequency. The number of specimens may be suitably increased as deemed necessary by the Engineer-in-charge when procedure of tests given above reveals a poor quality of concrete and in other special cases.

2.3.8.3 The average strength of the group of cubes cast for each day shall not be less than the specified cube strength of 150 kg/cm² at 28 days. 20% of the cubes cast for each day may have value less than the specified strength provided the lowest value is not less than 85% of the specified strength. If the concrete made in accordance with the proportion given for a particular grade does not yield the specified strength such concrete shall be classified as belonging to the appropriate lower grade. Concrete made in accordance with the proportions given for a particular grade shall not, however, be placed in a higher grade on the ground that the test strength are higher than the minimum specified.

2.3.9 Stripping :

2.3.9.1 The Engineer-in-charge shall be informed in advance by the contractor of his intention to strike the form work. While fixing the time for removal of form work, due consideration shall be given to local conditions, character of the structure, the weather & other conditions that influence the setting of concrete and of the materials used in the mix. In normal circumstances [generally where temperatures are above 20°C] and where ordinary concrete is used forms may be struck after expiry of period specified in the Item No.4 for respective item of form work.

2.3.9.2 All form work shall be removed without causing any shock or vibration as would damage the concrete. Before the soffit are removed, the concrete surface shall be exposed, where necessary in order to ascertain that the concrete has sufficiently hardened. Centreing shall be gradually and uniformly lowered in such a manner as to permit the concrete to take stresses due to its own weight uniformly and gradually. Where internal metal ties are permitted they or their removable parts shall be extracted without causing any damage to the concrete and remaining holes filled with mortar. No permanently embedded metal part shall have less than 25 mm cover to the finished concrete surface. Where it is intended to re-use the form work, it shall be cleaned and made good to the satisfaction of the Engineer-in-charge. After removal of form work and shuttering, the I/C Town Planner shall inspect the work and satisfy by random checks that concrete produced is of good quality.

2.3.9.3 Immediately after the removal of forms all exposed bolts etc. Passing through the cement member and used for shuttering or any other purpose shall be cut inside the cement concrete member to a depth of at least 25 mm below the surface of the concrete and, the resulting hole be filled by cement mortar. All fins caused by form joints, all cavities produced by the removal of form ties and all other holes and depression, honeycomb spots, broken edges or corners and other defects, shall be thoroughly cleaned, saturated with water and carefully pointed and rendered true with mortar of cement and fine aggregate mixed in the proportions used in the grade of

concrete that is being finished and so as dry consistency as is possible to use. Considerable pressure shall be applied in filling and pointing to ensure thorough filling in all voids. Surfaces which are pointed shall be kept moist for a period of 24 hours.

2.3.9.4 If rock pockets/honeycombs in the opinion of the Engineer-in-charge are of such an extent or character as to effect the strength of the structure materially or to endanger the life of the steel reinforcement, he may declare portions of the structure affected.

2.4.0 Mode of measurement and payment :

2.4.1 The consolidated cubical contents of concrete work as specified in item shall be measured. The concrete laid in excess of section shown on drawings or as directed shall not be measured. No deductions shall be made for.

[a] Ends of dissimilar materials such as joints, beams, posts, girders, rafters, purline, trusses, corbels and steps etc. upto 500 sq.cm. in section.

[b] Opening upto 0.1 sq.m.

[c] The volume occupied by reinforcement shall not be deducted from R.C.C. work.

2.4.2 The rate includes cost of all materials labour, tools and plant required for mixing, placing, inposition vibrating and compacting, finishing as directed, curing and all other incidental expenses for producing concrete of specified strength. The rate excludes the cost of form work.

2.4.3 The rate shall be for a unit of one cubic metre.

ITEM NO.3 :

Steel work welded in built up sections, framed work including cutting, hoisting, fixing in position and applying a priming coat of red lead paint. (a) In beams and joints channels angles, tees, flats with connecting clear as in main and cross beam, hip & jack rafter, purlins connected to common rafter and the like.

LAYING OUT :

The steel structures, as shown in the drawings or as per directions of the Engineer-in-charge, shall be laid out on a level platform to full scale and to full size in parts. A steel type shall be used for measurements to ensure maximum accuracy.

Wooden templates 12 mm to 19 mm thick or steel templates shall be made to correspond to each connecting gusset plate and rivet holes shall be accurately marked on them and drilled. The templates shall be laid on the steel members and holes for rivetting and bolting marked on them. The ends of the steel members shall also be marked for cutting. The base of steel columns and the position of anchor bolts shall be carefully set out.

FABRICATION :

The steel sections as specified shall be straightened and cut square and accurately to correct lengths. The cut ends exposed to view shall be finished smooth. No two pieces shall be welded or otherwise jointed to make up required length of a member except as indicated in the drawing or otherwise specifically permitted by the Engineer-in-charge. All straightening and shping to form shall be done by application of pressure and not by marring. Any bending or cutting shall be carried out in cold condition (unless otherwise directed) in such a manner as not to impair the strength of the metal.

All stiffeners shall be formed by pressure, and where practicable, the metal shall not be cut and welded in making these. In major works or where so specified, shop drawings giving complete details and information for the fabrication of the component parts of the structure, including the locating, type, size, length and details of rivets, bolts or welds shall be prepared in advance of the actual fabrication and approved by the Engineer-in-charge. The drawing shall

indicate the shop and filed rivets, bolts and welds. The steel members shall be distinctly marked or stencilled with paint with the identification marks as given in the shop drawings.

The bars shall be thickened at the ends so as to provide for screwed threads and gradually tapered off to meet their normal section.

Great accuracy shall be observed in the fabrication of various members. Do that these can be assembled without being unduly packed strained or forced into position and when built-up shall be true and free from twists, bricks buckles or open joints.

Before making holes in individual members, for fabrication the steel work intended to be riveted or bolted to girth shall be assembled or clamped properly and tightly so as to ensure close abutting or lapping of the surface of the different members. All stiffeners shall be tightly both at top and bottom without being drawn or caulked. The abutting joints shall be cut of dressed true and straight and fitted close together,

We splice plates and fillers under stiffeners shall be cut to fit within 3 mm of flange angles. We plated or girders which have no cover plates shall have their ends flush with the top of angles forming the flanges unless otherwise required. The we plates, when spliced shall have clearance of not more than 6 mm.

The erection clearance for cleated ends of members connecting steel to steel preferably be not greater than 1.5 mm. The erection clearance at the ends of beams without web cleats shall not be more than 3 mm. at each end but where for practical reasons, greater clearance is necessary, suitably designed seating shall be provided.

Pins and rollers shall be accurately turned to gauge. These shall be straight and smooth and free from flaws. The roller bearing shall be provided with adequate arrangement for holding the girders or truss resting on it, from lateral displacement.

Expansion bed plates shall be planed true and smooth. The planning of bed plates shall be done in the direction of the movement of the girder or truss resting on it.

Column splices and butt joints of struts and impression members depending on contract for trees transmission shall be accurately machined and closebutted over the whole section. In column caps and bases, the ends of shafts together with the attached gussets, angles, channels etc. after riveting together shall be accurately machinised so that the parts connected but against each other over the entire surface of contract. Connecting angles or channels shall be fabricated and placed in position with great accuracy so that they are not unduly reduced in thickness by machining.

The ends of all bearing stiffeners shall be machined or ground to fit tightly both at the top and bottom.

All holes shall generally be drilled to the required size and at the required position. Sub-punching shall be permitted, provided it is done 3 mm. less in diameter and reamed thereafter to the required size.

Holes for rivets and black bolts shall be large by 0.4 to 6 mm. as shown in appendix-I under column "Coarse" than the nominal diameter of the rivets or black bolts depending upon the dia of rivets. Holes for turned and fitted bolts shall be drilled or reamed large by 0.2 to 3 mm. depending upon the dia of bolts as shown in Appendix under column "Medium".

When the number of plates or sections to be riveted together exceeds three or when their total thickness is 90 mm or more, holes shall be drilled or reamed in position, after the members are assembled and the parts firmly hold together by clamps. Before riveting or bolting up or welding finally. The members shall be taken part and all burns removed.

Holes shall have their axis perpendicular to the surface bore through. The drilling or reaming shall be free from burrs and the holes shall be clean and accurate.

The work or fabrication shall be completed in the workshop as far as it is practicable to do so. Site jointing shall be done with rivets or turned and fitted bolts, or black bolts or welding as shown in drawings or as directed by the Engineer-in-charge. Generally, the following principles shall govern the use of rivets, turned and fitted bolts and black bolts :-

[i] Rivets or turned and fitted bolts shall be used where the connection is such that slip under load has to be avoided.

[ii] Black bolts may be used very sparingly where a force is carried through a connection without impact, vibration or reversal of stresses (unless such reversal is due to wind forces.)

In the case of welding, holes shall only be made for the bolts used for temporary fastening as shown in drawings.

WELDING :

Welding shall generally be done by electric process. The electric arc method being economical, is usually adopted. Where public electricity is not available, a suitable generator shall be arranged. Gas welding shall be resorted to using oxyacetylene flame with specific approval of the Engineer-in-charge.

Gas welding shall not be permitted for structural steel work. Gas welding requires heating of the members to be welded along with the welding rod and is likely to create temperature stresses in the welded members. Precautions shall therefore be taken to avoid distortion of the members due to these temperature stresses.

The work shall be done as shown in the shop drawings which should clearly indicate various details of the joints to be welded, type of welds, shop and site welds, as well as the types of electrodes to be used. Symbols for welding on plans and shop drawings shall be according to IS : 813-1061. As far as possible, every effort shall be made to limit the welding that must be done after the structure is erected so as to avoid the improper welding that is likely to be done due to heights and difficult positions of scaffolding etc. apart from the aspect of economy.

PREPARATION OF SURFACE :

Surfaces which are to be welded together, shall be free from loose mill-scale, rust, paint, grease or other foreign matter. A coating of boiled linseed oil shall be permitted.

PRECAUTIONS :

All operations connected with welding and cutting equipment shall conform to the safety requirement given in IS : 818-1968 for "Safety and Health requirements in Electric and Gas welding and Cutting Operations".

The following points shall be borne in mind during the process of welding :-

- [a] Welds shall be made in the flat position. Wherever practicable.
- [b] Arc length, voltage and amperage shall be suited to the thickness of materials, type of groove and other circumstances of the work.
- [c] The sequence of welding shall be such that where possible, the members which offer the greatest resistance to compression are welded first.

All defective welds which shall be considered harmful to the structural strength shall be cut out and rewelded.

Finished welds and adjacent parts shall be protected with clean boiled linseed oil and after all slag has been removed. Welds and adjacent parts shall be painted after the same are approved by the Engineer-in-charge.

All the members shall be thoroughly cleaned of rust, scales dust etc. and given a priming coat of lead painting before fixing them in position.

RATE :

Item shall be paid in Kg. basis.

ITEM NO.4:

Providing and fixing G.I. Chain link of 50 mm x 50 mm size x 10 gauge thick with nuts, bolts, washer or G.I. pins etc. complete as per relevant IS specification. (TATA or equivalent brand)

The wire shall be of galvanised steel it shall conform to I.S. specification, wire may be galvanised, as indicated. All finished steel, wire shall be well cleanly drawn to the dimensions and size of wire as specified in item. The wire shall be sound, free from splits, surface flaws rough jagged and imperfect edges and other harmful surface defects shall conform I.S. 280-1978.

G.I. wire for chain line mesh shall be of perfectly 10 gauge thickness size of chain link wire mesh shall be clear 50 mm x 50 mm at inside gap all wire shall be perfectly bounded/tead with each other by making chain shape.

Item include all materials, labours, equipment etc. complete.

Payment shall be made on square metre basis for actual fixed chain link mesh.

ITEM NO.5 :-

Providing and applying painting two coats including priming coat on new steel and other metal surface with enamel paint, brushing interior to give an even shade including cleaning the surface of all dirt, dust and other foreign matter etc.comp.

5.1.0 Materials :

5.1.1 The ready mixed primer, brushing red lead shall conform to IS 102:1972.

5.1.2 The thinner (linsed oil) shall conform to IS 75:1973 if for any reason, thinning is necessary in a case of ready mix paint, the brand of thinner recommended by manufacturer shall be used.

5.1.3 The enamel paints shall conform to M-44 B.

5.2.0 Workmanship :

5.2.1 Preparation of surfaces :

The surfaces before painting shall be cleaned of all rust, scale, dirt and other foreign matter sticking to it with wire brushes, steel wool, scrapers, sand paper etc. This surface shall then be wiped finally with mineral turpentine which shall also removed greas and perspiration of hand marks. The surface shall then be allowed to dry.

5.2.2 Application of primer :

After the preparation of the surface, the priming coat shall be applied immediately. The brushing operations are to be adjusted to the spreading capacity advised by the manufacturer of the particular primer. The paint shall be applied evenly and smoothly by means of crossing and laying off. The crossing and laying off consists of covering the area over with paint, brushing alternately in opposite directions, two or three times and then finally brushing lightly in a direction at right angles to the same. In this process

no brush marks shall be left after the laying off is finished. The full process of crossing and laying will constitute one coat.

During painting, every time, after the priming coat has been worked out of the brush bristles or after the brush has been unloaded the bristles of the brush shall be opened up striking the brush against portion of the unpainted surface with the end of the bristles held at right angles to the surface, so that bristles thereafter will collect the correct amount of paint when dipped again in to a paint container. The primary coat shall be allowed to dry completely before painting is started.

No hair marks from the brush or clogging at paint puddles in the corner or panels angles of mouldings etc. shall be left on the work.

Special care shall be taken painting over bolts, nuts, rivets overlaps etc.

The container when not in use shall be kept close and free from air so that paint does not thicken and also shall be kept guarded from dust.

5.2.3 General :

The materials required for painting work shall obtained directly from approved manufacturers are approved dealer and brought to the site in maker's drums, bogs etc. with seal unbroken.

All materials not in actual use shall be kept properly protected lid of containers shall be kept closed and surface of paint in open or partially open containers covered with a thin layer of turpentine to prevent formation of skin. The materials which have become state or flat to improper and long storage shall not be used. The paint shall be stirred thoroughly in its container before pouring into and shall be continuously stirred in smaller container. No left over paint shall be put back into stock tins. When not in use the containers shall be kept properly closed.

If for reasons, thinning is necessary, the brand of thinner recommended by the manufacturer shall be used.

The surface to be painted shall be thoroughly cleaned and dusted. All dust, dirt and greas shall be thoroughly removed before painting is started. No painting on exterior or other exposed parts of the work shall be carried out in wet, damp or otherwise unfavourable weather and all the surface shall be thoroughly dried before painting work is started.

5.2.4 Application of paint :

Brushing operations are to be adjusted to the spreading capacity advised by the manufacturer of particular paint. The paint shall be applied evenly and smoothly by means of crossing and laying off. The crossing and laying off consists of covering the area over with paint, brushing the surface hard for the first time over and then brushing alternately in opposite directions to or three times and then finally brushing lightly in direction at right angles to the same. In this process no brush marks shall be left after the laying off is finished. The full process of crossing and laying off will constitute one coat.

Each coat shall be allowed to dry completely and lightly rubbed with every fine grade of sand paper and loose particles brushed off before next coat is applied. Each coat shall vary slightly in the shade and shall be get approved from Engineer-in-charge before next coat is started.

Each coat except the last coat shall be lightly rubbed down with sand paper or fine pumicestone and cleaned of dust before the next coat is applied. No hairmarks from the brush or clogging of paint puddles in the corners of panels, angles of moulding etc. shall be left on the work.

Special care shall be taken while painting over bolts, nuts, rivets, overlaps etc. Approved quality brushes shall be used.

5.3.0 Mode of measurement and payment :

The new steel and other metal surface shall be measured under this item.

All the work shall be measured net in the decimal system as executed subject to the following limits unless otherwise stated hereinafter.

(a) Dimensions shall be measured to the nearest 0.01 mtr.

(b) Areas shall be worked cut to the nearest 0.01 sq.metre.

No. deductions shall be made for openings not exceeding 0.5 sq.metre each and no addition shall be made for painting to beadings mouldings, edges, jambs, soffits, sills etc.of such openings.

In case of fabricated structural steel and iron work,priming coat of paint shall be included with fabrication. In case of trusses if measured in sq.m. compound girders, stanchions, lattices, girder and similar work, actual area shall be measured in sq.m.and no extra shall be paid for painting on bolts, heads, nuts, washers, etc. No addition shall be made to the weight calculated for the purpose of measurements of steel and iron works for paint applied on shop or at site.

The different surfaces shall be grouped into one general item. Areas of uneven surface being converted into equivalent paint areas in accordance with the table given as per Annexure-II for payment.

The rate is for complete item as specified i.e. one primer coat and two coats of oil paint.

The rate shall be for a unit of one sq.meter.

ANNEXURE-II

Equivalent plain Area of a uneven surface (Vide specifications for item relevant to paint and polishing)

Sr. No.	Description of work	How measured	Multiplying factor
1.	Pannelled or framed and braced of ledged and battened or ledged and braced joinery cleats etc. shall be deemed to be included in the item.	Measured flat (not girthed) including chowkhat or frame. Edges, chocks,	1.30 For each side)
2.	Flush joinery	Measured flat (not girthed) including chowkhat or frame, Edges, Chocks, cleats, etc. shall be deemed to be included in the item.	1.20 For each side)
3.	Fully glazed hauzed joinery	Measured flat (not girthed) including chowkhat or frame, cleats, etc. shall be deemed to be included in the item.	0.80 For each side)
4.	Partly panelled and partly glazed of or glazed journey.	Measured flat (not girthed) including chowkhat or frame etc. shall be deemed cleats, Edges, chocks to be included in the item.	1.0 For each side)
5.	Full Ventilationed or or louzered jonery.	Measured flat (not girthed) including chowkhat or cleats etc. shall be deemed to be included in the item.	1.0 For each side)
6.	Weather boarding	Measurement flat (not girthed) supporting frame work shall not be measured separately.	1.2 For each side)

7.	Wood Shingle roofing	Measurement flat (not girthed)	1.0 For each side)
8.	Boarding with cover fillets and match boarding.	Measurement flat (not girthed)	1.05 For each side)
9.	Tile & slate work one way or two way	Measurement flat over all no deduction shall be made painting for open spaces. supporting over) members shall not be measured separately.	0.08 For each side)
10.	Trellies (or Jafri) work one way or two way for the open spaces	Measured flat over all no deduction shall be made supporting members shall not be measured separately.	1.00 for painting cover
11.	Guard bars balustrades, rades, gates gratings, grills, expanded metal and railings	Measured flat over all No deduction shall be made for open spaces, supporting members shall not be measured separately.	1.00 for painting cover
12.	Gates and open palisade fencing including standards.	Measurement flar over all No deductions shall made for open spaces. supporting members shall not be measured separately	1.00 for painting cover
13.	Curved or enriched work	Measured flat over all no no deductions shall be made for open spaces supporting members shall not be measured separately	2.0 (For each side)
14	Steel roller shutters.	Measured flat (size of opening) over all, jamb guides, bottom rails and locking arrangement etc. shall be included in the item (top cover shall be measured seperately).	1.10(for each side)
15.	Plaing sheet steel door and windows)	Measured flat (not girthed) including frame	1.10(for each side)
16.	Fully glazed or gauzed steel door & windows.	Measured flat (not girthed) including frame edges etc.	0.60(for each side)
17.	Partly panelled and partly glazed or gauzed steel doors	Measured flat (not girthed) including frame edges etc.	0.80(for each side)
18.	Collapsible gate	Measured flat (size of opening No separate measurements shall be taken for the top and bottom guide rails, rolls, fittings etc.	1.0 for painting all over

Note : The height shall be taken from the bottom of the lowest rail if the palisades do not go below it (or from the lowerened of palisades, if they protect below the lowest rail) upto the top of palisades but not upto the top of standards if they are higher than the palisades.

ITEM NO.6:

Providing, fixing and fitting TATA or equivalent make G.I. barbed wire fencing with necessary barbed wire (12 x 14 gauge, weight not less than 0.14 Kg/mt.) pins, hooks, excluding M.S. angles etc. complete as directed by Engineer-in-charge.

Details specification same as per item description and as directed by Engineer-in-charge.

The rate shall be for a unit of one Kg.

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

SIGNATURE OF THE CONTRACTOR.

Date :-

To,
Managing Director,
Dream City Limited,
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 Dream City Limited being the refund of Earnest Money Deposit placed by me/us vide Dream City Limited Receipt No. dated along with the tender paper for the
(Name of the work)

Date :- Revenue Stamp

Signature of the Tenderer.

f.w.c. to the 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)

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

F.W.Cs. to I/C Town Planner, Surat Municipal Corporation & Dream City Limited

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

Accountant.

Submitted,

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

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

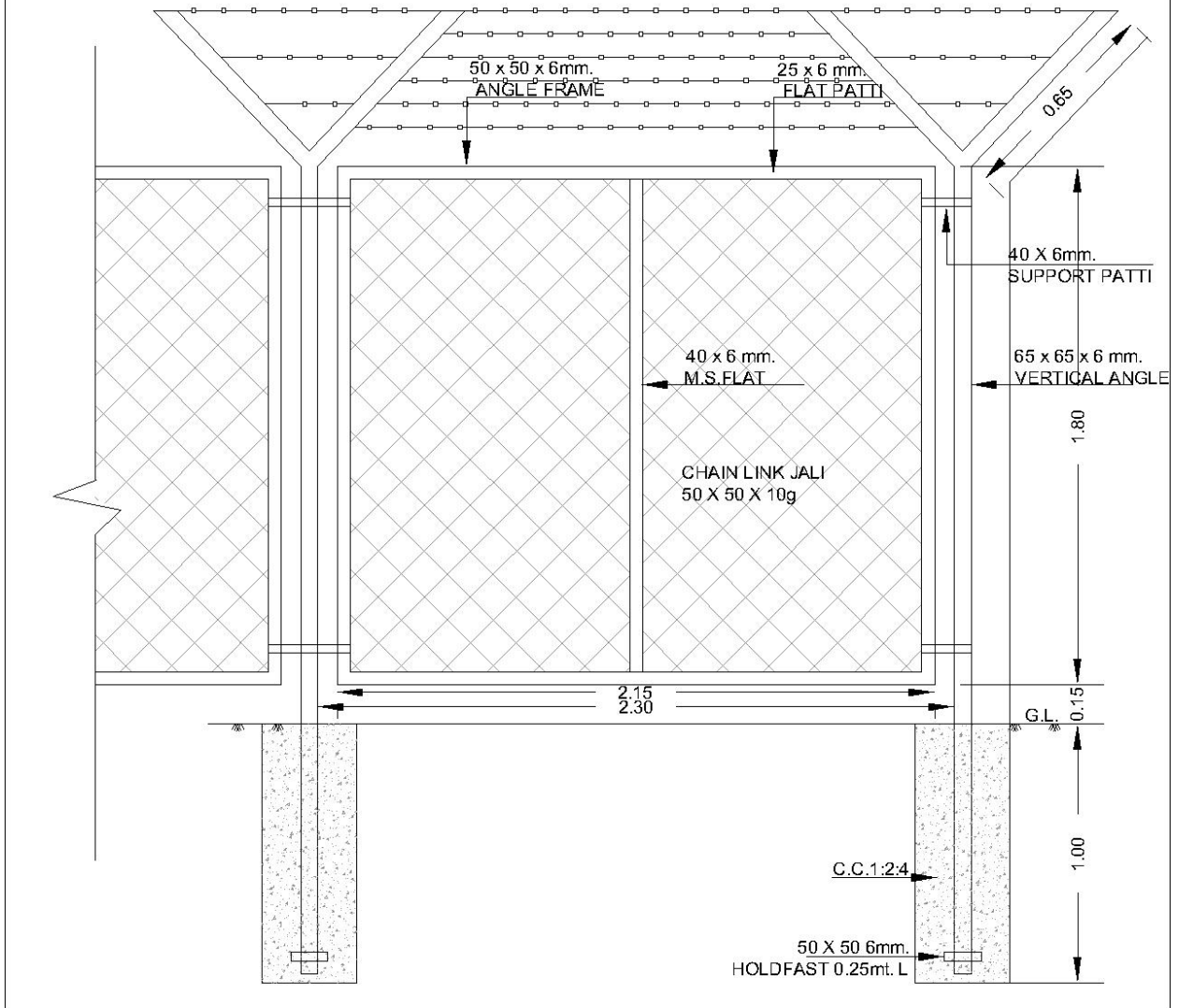
Assistant Engineer / Jr. Engineer.

Jr. Engineer,

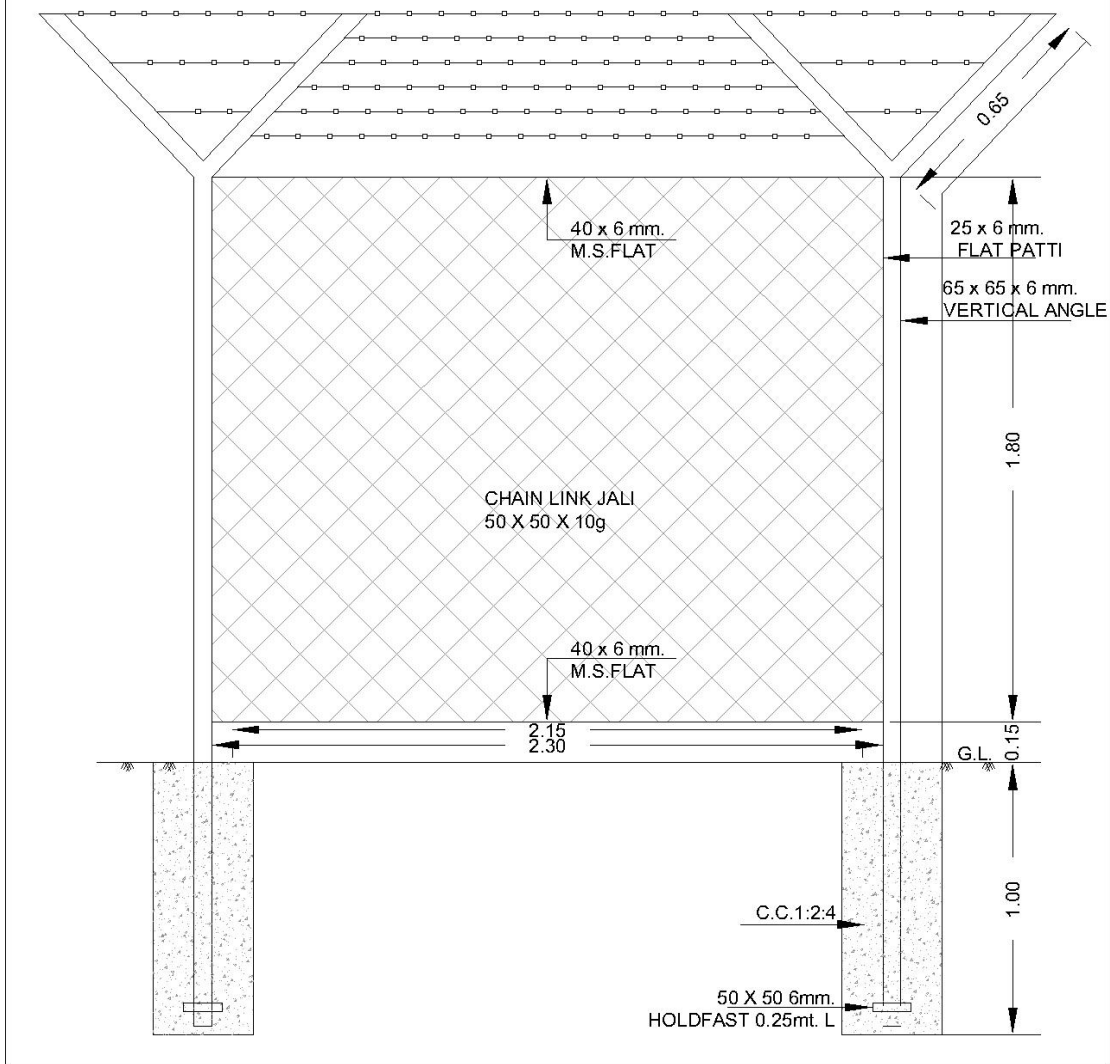
Sanctioned Accordingly.

**I/C Town Planner
Surat Municipal Corporation
and Dream City Limited**

PROVIDING & FIXING OF CHAIN LINK FENCING ON DREAM CITY BOUNDRY
TYPE:-1,LENGTH-2500 mt.



PROVIDING & FIXING OF CHAIN LINK FENCING ON DREAM CITY BOUNDRY
TYPE:-2 , LENGTH-2500 mt.



PROVIDING & FIXING OF BARBED WIRE FENCING ON DREAM CITY BOUNDRY
TYPE:-3 ,LENGTH-1500 mt.

