



**कार्यपालक ઈજનેર**



**SWACHH  
SURVEKSHAN  
2021**

**સુરત મહાનગરપાલિકા,  
સાઉથ ઝોન (ઉધના),**  
સત્યનગર સામે, ઉધના, સુરત  
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સા.ઝોન /ટેક/ ૧૨૩૬

તા. ૧૨/૦૫/૨૦૨૧

પ્રતિ,

અનુભવી ઈજારદાર

વિષય : સાઉથ ઝોન (ઉધના) માં નવા સમાવેશ થયેલ વિસ્તાર ( સચીન-કનકપુર-કનસાડ નગરપાલિકા, પારડી-કણદે, પાલી, તલંગપુર અને ઉબેર ગ્રામ પંચાયત ) વિસ્તારમાં ખાડી તથા કાચી ગટરોનું પોકલેન મશીન નં. ૧ L&T PC-200 અથવા સરખી કેપેસીટી તથા JCB-3D/4CX/L&T/BEML/HM અથવા સરખી કેપેસીટી ધ્વારા ડ્રેજીંગ કરી ટ્રેક્ટર અથવા ડમ્પર ધ્વારા વહન કરવાનું કામ.

મહાશય,

ઉપરોક્ત વિષયે જણાવવાનું કે સાઉથ ઝોન (ઉધના) માં નવા સમાવેશ થયેલ વિસ્તાર ( સચીન-કનકપુર-કનસાડ નગરપાલિકા, પારડી-કણદે, પાલી, તલંગપુર અને ઉબેર ગ્રામ પંચાયત ) વિસ્તારમાં ખાડી તથા કાચી ગટરોનું પોકલેન મશીન નં. ૧ L&T PC-200 અથવા સરખી કેપેસીટી તથા JCB-3D/4CX/L&T/BEML/HM અથવા સરખી કેપેસીટી ધ્વારા ડ્રેજીંગ કરી ટ્રેક્ટર અથવા ડમ્પર ધ્વારા વહન કરવાના કામે રસ ધરાવતા હોવ તો પરિશિષ્ટ-અ માં જણાવ્યા મુજબના ભાવે આ કામ માટે જરૂરી અર્નેસ્ટમની ડીપોઝીટની રકમ સાથેનું તમારૂં સંમતિપત્રક તા. ૧૭/૦૫/૨૦૨૧ સુધીમાં નીચે સહી કરનારને મોકલવા ઘટતું કરશો. કામ તથા શરતો અંગેની વિસ્તૃત સમજ માટે અત્રેના ઝોનનાં જુની. ઈજનેર સ્ટોર્મ ડ્રેનેજ ખાતાનો સંપર્ક કરવો. કામની વિગત નીચે મુજબ છે.

પરિશિષ્ટ-અ						
અ.નં.	મશીનરીની વિગત	અંદાજીત કરવા જોગ કામગીરી કલાકમાં	મંજૂર થયેલ ભાવ			
			ભાવ પ્રતિ કલાક		રકમ	
			રૂ.	પૈસા	રૂ.	પૈસા
૧	પોકલેન મશીન	૬૫૦.૦૦	૧૩૯૫.૦૦	૮૦૬૭૫૦.૦૦		
૨	જે.સી.બી. મશીન	૧૨૫.૦૦	૬૦૧.૦૦	૭૫૧૨૫.૦૦		
૩	ટ્રેક્ટર	૧૦૦.૦૦	૧૪૦.૦૦	૧૪૦૦૦.૦૦		
૪	ડમ્પર	૧૦.૦૦	૨૭૦.૦૦	૨૭૦૦.૦૦		
કુલ રકમ				૯૯૮૫૭૫.૦૦		

અનુ.નં.	કામનું નામ	બાનાની રકમ ઈજારદારનો વર્ગ
૧	સાઉથ ઝોન (ઉધના) માં નવા સમાવેશ થયેલ વિસ્તાર ( સચીન-કનકપુર-કનસાડ નગરપાલિકા, પારડી-કણદે, પાલી, તલંગપુર અને ઉબેર ગ્રામ પંચાયત ) વિસ્તારમાં ખાડી તથા કાચી ગટરોનું પોકલેન મશીન નં. ૧ L&T PC-200 અથવા સરખી કેપેસીટી તથા JCB-3D/4CX/L&T/BEML/HM અથવા સરખી કેપેસીટી ધ્વારા ડ્રેજીંગ કરી ટ્રેક્ટર અથવા ડમ્પર ધ્વારા વહન કરવાનું કામ.	રૂ. ૧૦,૦૦૦.૦૦ ઈ-૨ -વર્ગ અથવા અનુભવી

ઉપર જણાવેલ કામ અંગે ઈજારદારોએ સંમતિ પત્ર માં ઈ.એમ.ડી., સોલવન્સી તથા રજીસ્ટ્રેશનની પ્રમાણિત નકલ તેમજ મશીનરીની માલિકિના પુરાવા આપવાના રહેશે. ઉપરોક્ત જણાવેલ તારીખ બાદ આવેલ સંમતિપત્રકો માન્ય રાખવામાં આવશે નહીં.

**SD/-**  
**કાર્યપાલક ઈજનેર**  
**સાઉથઝોન(ઉધના)**  
**સુરત મહાનગરપાલિકા**

## GENERAL CONDITIONS

**General Terms and Other Details** regarding **Hiring Of Pocklane Machine no.1 (One) L & T PC 200 Or equivalent Capacity and JCB 3D/4CX/L&T/BEML/ HM or equivalent Capacity and Tractor, Dumper On Hourly Basis for Dredging Of Existing Khadi & Kachha Gutter NEWLY ADDED AREA (SACHIN, KANAKPUR-KANSAD NAGARPALIKA, PARDI-KANDE, PALI, TALANGAPUR AND UMBER GRAM PANCHAYAT ) IN SOUTH ZONE (UDHNA), SURAT.** Machineries which are to be deployed for above work shall be in good working condition. The Machinery shall be deployed daily after cleaning and day to day care regarding maintenance shall be taken as and when required.

1. Prevailing Government Rules and Regulations are applicable for this work.
2. After receiving the order for deployment of Machinery, the Contractor shall follow the Terms & Conditions and accordingly arrange the Machinery as mentioned in the Contract within stipulated time limit. If the Contractor fails to do so, the deposited EMD / Security Deposit amount deposited by the Contractor will be forfeited.
3. If the Machineries which are deployed by the Contractor for the work does not found to be as per the condition and found to be faulty, the Engineer In-charge is empowered to reject the particular Machine and the Contractor shall have to replace the same Machinery with other machinery. The Machinery shall be filled with sufficient Fuel and Lubricants required.
4. The work schedule as decided by Engineer in charge for day to day work is binding to the contractor.
5. During personal use of Machinery apart from the stipulated work, the Contractor/ Agency shall remove the "**ON DUTY**" sign board / cover the sign board / keep it away from the Machinery. Failing to do so, Rs. 100 /- (Rs. One Hundred) will be panelized per day.
6. The rates shall be quoted as per the details mentioned in price bid for the work regarding the deployment of Machinery. This shall be quoted in the price bid only. Apart from that, Separate Rates / Discounts / Special Discounts / Quantity Discounts / Conditional Discount will not be taken in to consideration. Rates shall be quoted by considering the discounts.
7. The Contractor shall produce required bank solvency certificate, experience cetificate or required equivalent registration certificate, as applicable.
8. Dredging of existing khaki & Kachcha gutter with pock lane machine No.1 (One) L&T PC 200 or equivalent capacity and JCB 3D/4CX/L&T/BEML/HM or equivalent and shifting the dredging material with tractor or dumper in **South Zone**.
9. The Contractor shall be responsible for day to day labor law, Service Tax, Income Tax, Sales Tax, etc. and other related taxes payable to central /state govt. as applicable law.

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

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

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

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

10. If the driver or the cleaner for any reason remains absent on working day, the Contractor shall arrange the substitute driver and cleaner and shall replace with immediate effect so as to continue the work smoothly. Apart from the appointed driver and cleaner by the Contractor, no other person shall be allowed to drive or to go nearby the Machine.
11. No advance Payment shall be paid to Contractor. The payment of the bill will be done after deducting all the relevant taxes. For the Payment to be made by Demand Draft, Contractor shall pay the Bank charges for the same.
12. The rates quoted for deploying the Machine will be inclusive of the rates for Driver and Cleaner of the Machine. Provision of required Fuel and Lubricants shall be under the responsibilities of Contractor at his own risk and cost.
13. Maintenance charges for the Machinery, Road Tax, Insurance Policy, Salary of Driver and other expenses, RTO Tax, Uniform and other Taxes are presumed to have been included in the quoted rate. No other amount will be paid apart from the Hire Charges quoted by the Contractor.
14. Entire responsibility of bringing the Machine to site, taking care, maintaining and to take back will be of Contractor. Municipality will only be responsible for the Payment of the Hire charges on hourly bases. All other formalities Regarding the Machine to be used t such as Policy of the Machinery, Driver license, if applicable the RTO Passing, PUC Certificate etc lies with the contractor. If accident occurs during the execution of work, entire responsibility will be of the Driver, Owner of the Machine and the Contractor.
15. During the execution of work, if any breakdown happens to the Machine, any mob activity takes place with the Machine, or any damage done to the property, any fire hazard takes place, or any natural calamity occurs, then the Contractor shall take the responsibility for the same. Surat Municipal Corporation is not responsible and does not take any responsibility for the above mentioned factor.
16. The agency is presumed to have quoted the rate considering the fluctuation in the fuel rate. No price escalation will be paid for increase in fuel charge if it increases by the Government in future.
17. If the Contractor wants to change / replace the machine the Contractor shall not be allowed to replace it with older version / model of Machine. If in certain cases where the Machine suddenly breakdowns, and if the Machine met with accident, the older version of Machine will be allowed on temporary case for the execution of the work. The Contractor shall replace the older version of machines within 20 days with new machines If found guilty the Contract can be terminated and strict actions will be taken regarding the matter.
18. For irregularities and breaching of Terms & Conditions the penalty can be levied by the Engineer In-Charge after preparing the reports and keeping in consideration the rate of Contract as stated in Price Bid.
19. The Machine will not be accepted if the policy, Driver's License and RTO Passing-Fitness reports are not valid / renewed according to the current status.
20. If in case the Machines deployed for the Contract met with accident then the damage caused to the Machine or if any person met with an injury or dies in an accident, then the person driving or the

owner or the Contract Agency will be solely responsible for the same. For that the owner of the Machine shall have to prepare a separate Agreement. Surat Municipal Corporation will not be responsible and does not take any responsibilities for the same.

21. Along with Tender, the Contractor shall provide the details of the Machines which are to be allocated for the work. Details like name of Model, Make, Manufacturing / Model year, number of Machines, type of Machine should be prepared in a separate sheet and should be submitted duly signed and stamped by the Contractor / owner. No Machine will be accepted if the specific details are not provided.
22. During the execution of work if the driver's careless attitude or any unofficial attitude leads to the loss of Surat Municipal corporation then the charge for that will be taken from the Contractor.
23. If the execution of work by the Contractor / Agency does not found to be satisfactory then Surat Municipal Corporation reserve the rights to reject the Contract and the decision of Surat Municipal Corporation will be final.
24. The Contractor shall quote the price in price schedule attached with Tender. Any other rates quoted separately will not be taken in to consideration. The rates shall be quoted keeping discount factor into consideration. If Discount / Special discount / Quantity discount / Conditional discount will be quoted separately then it will not taken in to consideration.
25. The Contractor shall pay the minimum Wages to the Driver / Cleaner keeping in consideration the Minimum Wages Act and the Contractor will be solely responsible for the same.
26. The Contractor shall provide the details of Pocklane Machineries like Make, Model, Name, and Type etc. which he intends to deploy for the work.
27. The Tenderer whose tender is accepted, shall have to get the certificate of Horse Power of Machine from Government approved laboratory like "GERI" or "SVNIT" or Bill of Manufacturer with Certificate of Horse Power. The cost for obtaining certificate will be paid by the Contractor.
28. During Monsoon / unavoidable conditions, if the situation demands for working of more than 8 hours; the Contractor is abide to execute the work. The Payment will be done to the Contractor on the basis of number of hours worked in a day.
29. The total amount of maximum penalty charged shall be 10 % of the total Tender amount. Decision of the Deputy Commissioner in this regard will be final and binding to the contractor.
30. All the applicant contractors are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally. Further the contractors for services are required to produce the certified copies of paid challans in respect of employees/workers employed by said contractor in respect of work allotted by Surat Municipal Corporation, along with copies of Pay Roll and muster roll. If the same are not produced, the bills will not be released.
31. Working / Duty hours for each Pocklane Machine will be 8 Hrs./ day to be deployed for Completion of daily Work.
32. Minimum 1 (One) pocklane machine will be deployed for the work by contractor.

Executive Engineer  
South Zone(Udhana)  
Surat Municipal Corporation