

FORM B-1**ફોર્મ બ-૧**

GUJARAT STATE ROADS & BUILDING DEPARTMENT/
WATER RESOURCES DEPARTMENT
ગુજરાત રાજ્ય માર્ગ અને મકાન વિભાગ - જળસંપત્તિ વિભાગ

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

કામો માટેનું ટકાવારી દરવાજું ટેન્ડર અને કંટ્રાક્ટ

Name of Work -
કામનું નામ

Construction of Flexible Pavement roads, Area Grading work, Box Culvert and Entrance Gate at Spinning Mill at Hansalpur Industrial Estate Ta. Himatnagar and Dist Sabarkantha with free maintenance guarantee period of 5 years .

Division - વિભાગ

ટેન્ડર આપ્યા તારીખ

ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ

સમય : કચેરીના કામકાજનાં

કલાકો સુધી

Issued To - શ્રી

ને આપ્યું

વિભાગીય હિસાબનીશ

OPENED BY

ON DATE

કાર્યપાલક ઈજનેર

અધિક્ષક ઈજનેર

DATA SHEET FOR OFF LINE TENDERS

- (1) Name of the work - કામનું નામ As per page number one of this Booklet.
- (2) Estimated Cost - અંદાજ કિંમત Rs.
- (3) Earnest Money - બાનાની રકમ Rs.
- (4) Validity period of tender offered (90/120*) days from the stipulated date of receiving of the tender but no modification shall be allowed after handing over tender to postal authorities.
- (૪) ઓફર કેટલા દિવસ ખુલ્લી રહેશે. ટેન્ડર સ્વીકારવાની ચૂચિત તારીખથી (૯૦/૧૨૦*) દિવસો સુધી પરંતુ ટેન્ડર પોસ્ટલ ઓથોરિટીને સ્વાનગી માટે સોંપ્યા બાદ (વેલીડિટી સમય પુરો થાય ત્યાં સુધી) કોઈ ફેરફાર કરી શકાશે નહિ.
- (૫) Security Deposit - જામીનગીરી અનામત ... 5/10%
- (i) In the form of small savings or Narmada Bonds (of minimum one year time limit) ... 2.5% Rs.
- (ii) નાની બચત રૂપે અથવા નર્મદા નિગમની બાંધી મુદતની થાપણ સ્વરૂપે (ઓછામાં ઓછી એક વર્ષની મુદત વાળી) ... રૂ.
- (iii) To deducted from bills ... 2.5% Rs.
- (iii) ચાલુ બિલોમાંથી કરવાની કપાત ... રૂ.
- (iii) Performance bond of Schedule bank ... 5% Rs.
- (iii) અનુસુચિત બેન્કનું પરફોર્મન્સ બોન્ડ ... રૂ.
- Total એકંદર ... 5/10% રૂ.
- (6) Time allowed for completion of the work from the date of written order to commenceMonths
- કામ શરૂ કરવાના હુકમ મળ્યા તારીખથી કામ પુરું કરવા માટેનો મળવાપાત્ર સમય માસ
- (7) Other details - અન્ય વિગતો
- (i) Date on or before which the tender must reach the office Dt. - 20
- (૧) કચેરીમાં ટેન્ડર પહોંચતું કરવાની તારીખ tl. - ૨૦
- (ii) Mode of sending the tender (a) In sealed cover by Registered post only
- (૨) ટેન્ડર મોકલવાની પદ્ધતિ (ક) મહોરબંધ કવરમાં ફક્ત રજિસ્ટર્ડ ટપાલથી જ
- (b) Tenders sent by ordinary post will be (ખ) સાદી ટપાલથી મોકલેલ ટેન્ડર સીધું રદ કરવામાં આવશે.
- Outright rejected.
- (iii) Description essential to be made on sealed cover. (a) Name of work (ક) કામનું નામ
- (૩) મહોરબંધ કવર પર દર્શાવવાની જરૂરી વિગત (b) Last date of Receiving the tender
- (ખ) ટેન્ડર સ્વીકારવાની છેલ્લી તારીખ
- (iv) Mode of quoting rate in Schedule 'B' In figures as well as in words. (Premium/Rebate/At Par)
- (૪) અનુસૂચિ 'બ' માં ભાવ ભરવાની રીત. આંકડા તેમજ શબ્દોમાં. (પ્રીમીયમ/રીબેટ/એટ પાર)

* Strike out which ever is not applicable

* લાગુ ન પડતું હોય તે છેકી નાખવું.

Note : The normal rate of Security Deposit is 5 percent for works upto Rs. 30 lacs and further 5% as performance bond for works above Rs. 30 lacs. Out of 5 % of Security Deposit 50% is Payable at the time of acceptance of tender and the balance by deduction from progress bills.

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DATA SHEET For B-1 E-Tendering

(A) Details of Tender Item :

Sr. No.	Name of Work	Estimated Tender Value in (Rs. _____)	EMD (Rs. In _____)	Tender fee Deposit	Total Security of Work	Period for Completion
1	2	3	4	5	6	7

(B) Eligibility : Registered in _____ Class or above / Pre-qualification

(C) Schedule for e-tendering is fixed as under :

(i) Site Visit (If any)

On date ____/____/____; ____; ____ hrs.

Venue :

(ii) Downloading of tender documents
Start & End DateFrom date ____/____/____
upto date ____/____/____ Till ____; ____ hrs.

(iii) Online submission of bid

Upto date ____/____/____ Till ____; ____ hrs.

(iv) Submission of EMD and Tender fee

Submission in electronic format only through online by scanning and then the same should be sent in original to Tender Opening Authority at the time of tender opening or sent the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year.

(v) Online opening of Bid

On date ____/____/____ & ____; ____ hrs.

Venue

(vi) Bid Validity Period

90 / 120* days counted from the date of opening of online tenders

- Bidders can download the tender documents free of cost from the website. www.rnb.nprocure.com
- Bidders have to submit bid in Electronic format only on above mentioned website till the Date & time shown above.
- Offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n) code solution- a division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

(D) (i) Bid inviting authority

Executive Engineer _____ Division _____

(ii) Bid Opening Authority

(E) Mode of Quoting Rates

Percentage premium or rebate in words and figures at the end of
Schedule B

The list of certifying agencies are as mentioned under :

Sr. No.	Name of Certifying Agency	Website Address
1.	(n) Code solution (G.N.F.C.)	www.gnvlc.com .
2.	Safecrypt	www.safecrypt.com .
3.	TCS	www.tcs.-ca.tcs.co.in
4.	MTNL	www.mtnltrustline.com

* Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs & 120 days in case of works estimating cost more than 10 lakhs.

NOTICE INVITING TENDERS (OFF LINE)

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number one of this Booklet. The work is estimated to cost of Rs. This estimate however, is given as a rough guide.
2. The works are required to be completed within months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt / W. R. D. in class and above on the date of opening Tenders only will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Applications for issue of tender documents shall be submitted to so as to reach his office not later than
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be issued / sold on (date) to (date) up to 4 p. m. on payment of Rs.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 6 above. (a) (b)
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. A tenderer should quote in figures as well as in words the rate(s) tendered. Special care shall be taken to write rates in figures as well as in words and the amounts in figures only and in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures the words Rs. should be written before the figure of rupees and the words 'paise' after the decimal figure e.g. Rs. 2.15 p. and in case of words the words 'Rupees' should precede and the words 'paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only', it should invariably be upto two places of decimal.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. **Receiving and opening of tender :** Tender shall be received by Registered Post A. D. by upto Office Hours upto the (date) and shall be opened at hours on in the presence of tenderers who may be present.
13. In the case of contractors who have not furnished standing security, the tender shall be accompanied by earnest money (unless exempted from depositing it) of Rs. Treasury Chalan / Deposit at call Receipt issued in favour of by a scheduled or Nationalised bank or Narmada/Shrinidhi F.D.Rs. the amount being credited to A contractor exempted from depositing earnest money/security in individual case(s) shall attach with the tender an attested copy of the letter exempting him from depositing earnest money/ security and shall produce the original when called upon to do so.
14. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice and tender documents, failing which the tender will be liable to be rejected.
15. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
16. This notice of tender shall form part of the contract documents.
17. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time. his earnest money will be forfeited and his tender will be rejected. Punitive action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date :

Signature

Designation



NOTICE INVITING TENDERS (E-PROCURE)

1. Tenders are invited on behalf of Governor of State of the Gujarat for work as per page number Two of this Booklet. The work is estimated to cost of Rs..... This estimate however, is given as a rough guide.
2. The works are required to be completed within..... months as per the terms of the contract conditions.
3. The contractor whose names are borne of the approved list of contractors of Gujarat State R & B Deptt / W. R. D. in class and above on the date of opening Tenders only will be permitted to tender. Not more than one tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
4. Bid document can be downloaded & Submitted in Electronic Format on online web.site www.rnb.procure.com / www..... from to up to hours
5. Tender documents consisting of conditions, specifications, Schedule(s) of quantities of the various classes of work to be done, the conditions of contract etc; will be shown on above Web Site.
6. Copies of other drawings and documents pertaining to tender and signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection by tenderers at the following offices during working hours between the dates mentioned in clause 4 above.
7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc; whether he inspects them or not.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him, by Government and local conditions and other factors bearing on the execution of the works.
9. The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should Indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
10. All rates shall be quoted on the tender form.
11. The tender for the works shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may and has/have tendered for the same works. Failure to observe this condition shall render the tender of the contractor tendering, as well as of those witnessing the tender, liable to rejection.
12. The electronically Offered bids will be opened at hours on in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in bid documents.
13. "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to TENDER Opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer Division within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online.
Any documents in supporting of tender bid shall be submitted in electronic format only through online (by scanning etc.) & hard copy will not be accepted separately."
14. The Governor of the State of Gujarat does not bind himself to accept the lowest or any tender or to give any reasons for the decision.
15. This notice of tender shall form part of the contract documents.
16. If found necessary, contractor will be intimated for negotiation. He will be intimated maximum three times within validity period for negotiation. If contractor does not respond in time, his earnest money will be forfeited and his tender will be rejected. Punitive action will be taken on such contractor.

For and on behalf of Governor for the state of Gujarat

Date :

Signature

Designation

Signature of the contractor :

Signature of the Executive Engineer :

કંટ્રાક્ટરની સહી :

કાર્યપાલક ઈજનેરની સહી :

ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

Contract for works

SECTION - 1

INFORMATION & INSTRUCTION FOR TENDERERS :

1. Mode of Submitting Tender :

The tenders in the form referred to in notice inviting Tender shall be submitting in Electronic format only on online Web-site www.rnb.procure.com till the date & time shown in Page No. 2

Offers in Physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India as mentioned under :

Sr. No.	Name of Certifying Agency	Website Address
1.	(n) Code solution (G.N.F.C.)	www.gnvc.com
2.	Safecrypt	www.safecrypt.com
3.	TCS	www.tcs-ca.tcs.co.in
4.	MTNL	www.mtnltrustline.com

2.0 Competency of Tenderer :

No contract will be awarded except to responsible bidders capable of performing the class of work completed. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tenderer may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Building Department or Water Resources Department of Government of Gujarat. The tenders of only those contractors who possess the general and special class and category of approved contractors for Government of Gujarat on the specified date of opening tenders (Technical Bid in the case of two or more bid system) will be opened. However this will not be applicable to Tenderers / Bidders who are registered in other states or Central Government, Railways, M.E.S. and who have applied for registration in Gujarat State or before submitting tenders/bids. The tenders/bids of such contractors will be opened subject to the condition that they get registration certificate before issue of work-order in case they emerge as L-1 Bidder. (R & B circular No. TNC-10-2016 (FA-591-16)-02-C dated 3-9-2016).

3.0 Tenderer to inform Himself :

Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communications and access to and from the site of the work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.

4.0 Payment of Tender Fee and Earnest Money Deposit : "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer _____ Division _____ within 7 days from the last date of opening. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be subitted in electronic format only through online (by scanning etc.) (R & B Circular No. ૫૨૪-૧૦૨૦૦૮-૫-૬, dated 18-1-2008 & 27-11-2008)

5.0 Payment : The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding, plant, supervision, service work, power, royalties and octroi etc. and include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/ rates quoted and accepted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground

Signature of the contractor :

કંદ્રાકરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :

of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.

- 6.0 Tender Forms :** This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the 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 percentage, if any, to be deducted from bill. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specification, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor at the office of the Executive Engineer during office hours. However Every 'blank' in the form of the tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.
- 7.0** The bidder should quote his bid premium or rebate at the end of Schedule B. If he do not wish to quote premium or rebate, he should indicate "at par" in the blank space preceding "% above / below" in Schedule B. Thereafter he should work out and indicate the offered bid amount both in words and figures in Schedule B.
- 8.0 Earnest Money :** Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No.4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000 in the form of crossed demand draft or fixed deposit or fixed deposit-at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank of Narmada Shrinidhi F.D. Rs. drawn in favor of Executive Engineer Divisional officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & BD G. R. No. TNC/1 090/100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalised Bank or other banks approved for Government business only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or Scheduled or Narmada / Shrinidhi F.D.Rs. The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year. If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc.-1097-90-1091/97-Z/ C dated 4-10-97 & Parach-10-2006-5C Part file dtd. 27-11-2008 & N.W.R.D. & Kalpsar Dept. G.R. No. Parach-102014-01 M.I. Cell /K-1 dated 21-5-2022).

Bank Guarantee is applicable only when the estimated cost of work is more than Rs. 50 lacs.

BANK GUARANTEE .

Where as M/s. _____ (hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____ and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

- 1** Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in words) Rs. _____ in figures) and we undertake to pay to Executive Engineer _____ Division _____ Department of Government of Gujarat the- _____ upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____
- 2.** We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance of tender. However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under the guarantee thereafter.

Signature of the contractor :

કર્મચાલક સહી :

Signature of the Executive Engineer :

કર્મચાલક ઈજનેરની સહી :

- 3 We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer _____ Division _____ in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the tenderer or of the Bank.
Date _____ Signature & Seal of Guarantor _____

Bank Address _____

- 8.2 The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R&B.D G R. No Misc. 1097-90-1091-97-Z/C dated 4-10-97).
- 9.0 Accompaniments of Tender : (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)**
The contractor shall have to furnish:
- (i) Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.
 - (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company, All copies submitted shall be duly attested.
 - (iii) Copies of certificate regarding previous experience, as required
 - (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
 - (v) A certificate of Registration as approved contractor of prescribed category From authorities stipulated in Notice Inviting Tenders.
 - (vi) P.A.N. issued by Income Tax department.
 - (vii) Copy of Provident Fund Registration - Code no.
 - (viii) Duly filled in and digitally signed declaration form as provided after as last item of section - 1 & memorandum duly filled in & digitally signed as given in section -2.
 - (ix) A solvency certificate of an Amount of 20% (Twenty percent) of estimated cost put to tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for Government business. Solvency Certificate shall have validity of same calendar year as that of date in which tender is issued.
 - (x) Required Annexures duly filled in when prequalification is involved
- Required documents are to be submitted in electronic format only as part of tender document failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE**

10.0 Tender liable to be Invalid :

It may please be noted that the tender is liable to be considered invalid especially. If the requirements as per Instruction No. (1) to (9) above are not complied with.

11.0 Right of rejection of tenders.

- (i) Right is reserved by the Tender inviting Authority to reject any or all tender(s) without assigning any reason thereof
- (ii) In addition to the above the tender will also be liable to be rejected outright if :
 - (a) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
 - (b) The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness
 - (c) If the tenderer adopts unhealthy / mal practice / corrupt practice for securing and performing contract.

12.0 Method of Tendering :

- 12.1 If the tender is made by an individual, it shall be digitally signed by the proprietor above his full name and the full name

Signature of the contractor :

કચ્છકરની સહી :

Signature of the Executive Engineer :

કચ્છકરની સહી :

and current address.

- 12.2. If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and current name of his firm with its current address.
- 12.3. If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents.
- 12.4. If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorised person holding digital certificate for the company/corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5. All digital signatures in the tender document shall be dated.
- 13.0 Eligibility and qualification requirement :**
To establish acceptability of the offer to the satisfaction of tender inviting authority the tenderer shall provide the following:
- 13.1 Details of plant and machinery immediately available with tenderer for use on the works
- 13.2 Details of plant and machinery proposed to be procured for the work.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.
- 13.4 Copies of registration certificate and P.A.N allotted by income Tax office.
- 13.5 List of works already completed by the Tenderer during last 5 years.
- 13.6 List of works on hand on the date of submitting tender.
- 13.7 In respect of Road works estimated to cost above Rs. 7.50 crores, bridges as well as building works estimated to cost above Rs. 7 crores. The offers of bidders fulfilling the pre-qualification requirements only shall be considered.
- 14.0 Deviation or modification in tender documents :**
- 14.1 All tenderers are cautioned that tender containing any condition and or deviation from the contractual terms and conditions, specifications, quoting offering rates/prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non-responsive for all practical purposes. However in respect of Tenders under Two cover bid system, proposals for deviations on issues stated in the Clause of two cover bids, can be suggested. The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenderer are not acceptable.
- 15.0 Submission of tender**
- 15.1 Tender shall be submitted in an online manner only on website www.rnb.nprocure.com.
Last date & time of online submission _____
- 15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However the purpose of realisation of D.D. the bidder shall send the D.D. in original to Tender opening Authority at the time of tender opening or send the same through R.P.A.D. So as to reach Executive Engineer, _____ Division, _____ within seven days from of last date of opening. If tender fee and E.M.D. is not actually paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. R.&B.D. Circular No. 1724-102002-S, dated 18-1-2008 & 27-11-08)
- 16.0 Evaluation of Tenders :**
- 16.1 Evaluation will be made to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.
- 17.0 Receipt of payments :** Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.
- 18.0 Bids should be Off line (Not) only.
- 19.0 General rules and directions :**
- 19.1 No receipt for any payment made by a contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorized

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

staff members of the government.

- 19.2 All works shall be measured net by standard measure and according to the rules and customs of the R & B /Water Resources Department or any other method approved by the R & B /Water Resources Department without reference to any local custom. The measurement of work will be taken according to the usual method in use in Roads & Building department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in Roads & Building department will be final.
- 19.3 In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory erroneous writing.
- 19.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the tender inviting authority.
- Note :** By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in-laws.
- 19.5 The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filling his / their income tax returns along with the tender. Any changes, in such addresses, during the tender of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer,
- 20.0 **Submission of additional information / documents :** In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document / relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same and when required by the authority during subsistence of the contract.
- 21.0 **Bank :** Wherever the word "Bank" is used in this document, it would mean schedule or Nationalised Bank or other banks approved for Government business only. (R & B.D.G.R. No./TNC/1090/100-(4) (c) dated 27/9/2002)
- 22.0 **Tender validity period :** The tender for the work shall remain open for 90/120* days counted from the date of opening on line tenders. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy, be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R. R & BD No. TNC-IIB-22 (10)-C, dated 24-5-90 and G.R. No. TNC-10-2013(02)-C dated 10-5-2013) should be referred to.
- 23.0 The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targetted goals. (R & B.D. GRs Nos. TNC -1090 - 24 - C dated 18/11/1991, 17/8/02 and 25/10/02)
- 24.0 The contractor will not use the premises of project / work under construction for his staff, labourers or for any other purpose. If he do so market rent for such unauthorised used will be recovered. The market rent will be decided by the Engineer in charge.
- 25.0 All statutory Taxes deductible at source under various acts and notifications by Government shall be deducted while making payment for which T.D.S. certificate shall be issued.
- 26.0 **Declarations :** The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein. (G.R., R & BD NO. TNC-IIB-22(10)-C. dated 24/5/90 should be referred to)

DECLARATION FORM

- (i) I/We here by declare that I/ we have visited the site and fully acquainted my self / ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (ii) I / We hereby declare that I/We have carefully studied the conditions of contract, specifications and other documents of this work and agreed for executing the same accordingly.

DECLARATION CERTIFICATE (G.R. dated 4/2/89 as revised by G.R. No. TNC-1083/6681/4/C, dated 31/8/1994)

- (iii) I/We hereby declare that my/ our near relative are not working in this division or in its sub-division as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store keeper, Manager of Atithi / Vishram Gruha and in the circle as a Superintending Engineer. In addition for Panchayat works not working as chairman of P.W. committee or as incumbant in Jilla Panchayat at today.

૨૭. કામનો વર્ક ઓર્ડર ઇશ્યુ થયા પછી તુરંત કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવું બોર્ડ ઇજારદારે પોતાના ખર્ચે પ્રદર્શિત કરવાનું રહેશે.

* Bid validity shall be 90 days in case of works estimating cost upto Rs. 10 lakhs & 120 days in case of works estimating cost more than 10 lakhs.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઇજનેરની સહી :