

FORM: D

GUJARAT STATE, ROADS AND BUILDING, DEPARTMENT

DIVISION:- DIRECTOR, PARKS AND GARDEN, GUJARAT STATE, GANDHINAGAR

SUPPLY OF MATERIALS

NOTES

1. If the tender is accepted, no separate agreement shall be necessary and the tender it self shall be treated as the contract.
2. Exempted from stamp duty, vide GR. No. 368-A-1732, dated 9-10-1889.

Name of work:- Supply of Chemical Fertilizers, Pesticides & Insecticides at Gandhinagar, Ahmedabad. [2nd attempt]

(1)	Estimated Amount Rs	:-	0.00
(2)	Earnest Money Rs.	:-	10000.00
	A treasury Challen or a Demand Draft in favour of the Executive Engineer, On the State Bank of India/Saurashtra must accompany with the sealed cover		Director Parks and Garden Gujarat State, Gandhinagar.
(3)	Tender document downloading last Date:	:-	09/07/2026 UPTO 16.00
(4)	Online opening of Tender:	:-	09/07/2026 UPTO 16.05

Signature of the contractor

Signature of the Executive Engineer:

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS:

1. The tender documents shall have to be filled either in ink or by ball pen.
2. (i) Late tender (i.e. tenders received after the specified time of opening), Delayed tenders (i.e. tenders received before the time of opening but after the due date and time of receipt of tenders) and Post-tender offer shall not be opened and considered at all.
(ii) The tenders received (by registered post) after the time and the date specified in the tender notice shall not be received by concerned office from the postman, for which the date and time should be recorded on the cover of the tender as to which tender was refused by the Divisional Accountant, Office Superintendent or any other person in charge.
(iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialed by the concerned Executive Engineer.
3. The tender for the work shall remain open for period of **(90/120)** days from the stipulated date of receiving of the tenders for this work and that the tenderer is not allowed to withdraw or modify the offer on his own after handing over the tender to postal authorities for dispatch. If any tenderer withdraws or makes any modification/s or additions in the terms and conditions of his tender, which are not acceptable to the Government (R. & B. Department) then, the Govt. shall without prejudice to any other right or remedy be at liberty to forfeit in full the said earnest Money absolutely.
4. The tender will be liable outright if:
(i) The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or any condition or correction made in any code or mode of schedule of materials or specifications.
(ii) Any of the page or pages of the tender is/are removed or replaced.
(iii) The rates are not entered in ink by ball pen in figures and words and the total of each item and grand total are not stuck by the tenderer in ink or ball pen in the Schedule of materials under his signature.
(iv) All corrections, additions or pasted slips are not initialed by the tenderer.
(v) Any erasure is made by him in the Tender and
(vi) The tenderer or in the case of a firm, each partner of the person holding the power of attorney thereof does not sign or the signature(s) is/are not attested by a witness on pages of the tender at the space provided for the purpose.
5. (1) In the event of any discrepancy in the several documents forming the contract or in any one documents the following order of precedence should apply:
(a) Dimension and quantities:
(i) Drawings
(ii) Schedule materials of the tender form
(iii) Specifications
On drawings, figured dimensions unless obviously incorrect will be followed preference to scaled dimensions.
(b) Description:
(i) Schedule of Materials of the tender form
(ii) Drawings
(iii) Specifications
6. Any error in quantity or amount in schedule of materials showing items of materials to be supplied shall be adjusted in accordance with the following rules:
(a) In the event of a discrepancy between description in words and figures quoted by tenderer in the rate columns, the description in words shall prevail.

* This blank space should be filled in while preparing the Draft Tender Papers.

Signature of the contractor

Signature of the Executive Engineer:

- (b) In the event of an error occurring in the amount column of the schedule of material showing items to be supplied, 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 errors in totaling in the amount column and in carrying forward totals shall be corrected.
- (d) Any rounding off of the amounts against items or in totals shall be ignored. The tendered amount so altered shall, for the purpose of tenders, be substituted for the sum originally tendered and considered for acceptance.

7. Packing and Notification of Dispatch:

The tenderer's particular attention is invited to the conditions of contract under which he has tendered in regards to packing and notification of delivery and dispatch. It is essential that packing notes and priced invoices shall be furnished to the consignee in respect of every consignment. The Railway Receipts should be forwarded to the consignee immediately after the dispatch of stores. Otherwise demurrage charges, if any, paid by the consignee, will be deducted from supplier's bill.

8. The total cost of the delivery ex-godown F.O.R/Free at destination_____ comes to Rs. _____ and the contractor shall not dispatch the materials if the total cost exceeds that amount. The sales-tax, if applicable in the case of dealers and freight and/or insurance if any, should be claimed as separate item in the bill.

Note: Packing and forwarding charges from godown to Railway station can only be claimed when the rate is ex-godown. IN the case of F.O.R. and free at destination quotations, the above charges are to be borne by the supplier.

9. Inspection:

Inspection will be done by the **Director, Parks and Garden, Gujarat State, Gandhinagar**. Or by any officer authorized by him on his behalf or by the consignee at destination.

(a) The entire materials ordered will have to be offered for in open condition, if required and the same will have to be repacked in such a manner so as to be suitable for transport without any extra costs.

10. Advance Samples:

If required, the Advance Sample must be dispatched to the Indenting Officer/consignee so as to reach him by the dates specified. The actual date of dispatch must be reported promptly to the divisional office and to the consignee. The sample must be of an acceptable quality and fully representative of the bulk supply. This is an essential condition of the contract and the Government shall, under no circumstances, be liable for acceptance of any stores manufactured/supplied by the tenderer before the samples have been approved.

11. Mode of Transport : Goods/materials should be consigned to _____ (please see schedule attached) and dispatched by passenger/goods train or by S.T. Buses under the parcel Transport scheme of the Gujarat State Road Transport Corporation_____ station freight to pay/paid.

N.B.: The supplies are to be booked at full wagon rates wherever available by the most economical route. In the case of contract specifying "Free delivery at destination", consignment must be booked "Freight paid" at the supplier's expense.

12. Challan for earnest money must accompany the tender. Tenderer may pay earnest money in cash or in the form of CROSSED demand draft of FIXED deposit receipts or DEPOSIT-AT-CALL receipts with a validity period of not less than six months of a Nationalized or Scheduled Bank drawn in favour of Executive Engineer/Divisional Officer concerned. Earnest money by Cheque(s) shall not be accepted. (The instructions laid down under G. R. P W D. No. TNC-2175/IB-946-251-C, dt. 12th April, 1977 should invariably be followed.)

Signature of the contractor

Signature of the Executive Engineer:

13. The Executive Engineer or his duly authorized Assistant shall open tenders in the presence of Tenderer's who have submitted tenders of their representative, who may be present at the time of opening of tenders and he will enter the amounts of the several tenderes in a comparative statement in a suitable form. Receipts for the earnest money forwarded with the tenders shall be given to the Tenderer's on the day tenders are opened. In the event of a tender being accepted, the Tenderer shall, for the purpose of identifications, sign copies of the specifications and other documents as may be necessary. In the event of a tender being rejected, the Executive Engineer shall authorize the Treasury Officer concerned to refund the earnest money to the Tenderer. If the earnest money is deposited into Treasury on his giving a receipt for the refund of the money.
14. The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenders.
15. Every Tenderer shall, unless exempted in writing by the Superintending Engineer, produce along with his tender, a solvency certificate equivalent to not less than 20 percent of the amount put to tender in bid document. Solvency certificate shall be obtained from the Collector of the District within which he resides or a banker's certificate of his financial stability shall be produced. If he fails to produce such a certificate, his tender shall not be considered.
16. **Designation and full postal address of the consignee:**
This intimation shall be given by the Direct Demanding Officer in the requisition order(s).

DECLARATION CERTIFICATE

I/We hereby declare that my/our near relatives are not working in this Division or in its sub-division as an Executive Engineer, Deputy Executive Engineer, Assistant Engineer, Addition Assistant Engineer, Overseer, Divisional Accountant, Storekeeper, Manager of Atithi/ Vishram Gruha and in the circle as a Superintending Engineer in addition for Panchayat works not working nor having posting as Chairman of P.W. Committee or as incumbent in Jilla Pachayat today.

AGREEMENT

This agreement made on this _____ day of _____ Two Thousand _____ (hereinafter called "the contractor" which expression where the context so requires or admits shall include his heir, administrators, executors and legal representatives) of the one part and THE GOVERNOR OF GUJARAT (hereinafter called "the Government" which expression where the context so requires or admits shall include his successors in office and assignees) of the other part.

Whereas the contractor has given tender to the Government for the supply to the **Director Parks and Garden, Gujarat State, Gandhinagar**. (hereinafter called "Executive Engineer") of the materials specified in the Schedule (Attached) as per delivery instructions given in the form of Tender at the respective prices of rates mentioned against the said materials in the column provided for the purpose.

And whereas such tender has been accepted and the contractor has deposited with the Executive Engineer, the sum of Rupees _____ (Rs. _____ only) in _____ as security for fulfillment of this agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN the parties hereto as follows:

- (1) The contractor has accepted the contract on the terms and conditions set out in the Tender Notice No. **03 OF 2026/2027** as well as in the form of Tender No. _____ dated _____, which will hold good during the period of this agreement.
- (2) Upon breach by the Contractor of any of the conditions of this Agreement, Executive Engineer may, by a notice given in writing, rescind, determinate and put to an end to this Agreement without prejudice to the Government to claim damages for antecedent breaches thereof on the part

Signature of the contractor

Signature of the Executive Engineer:

of the contractor and also to reasonable compensation for loss occasioned by the failure of the contractor to fulfill the Agreement as certified in writing by the Executive Engineer. Such certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the Government.

- (3) Upon the determination of this Agreement, whether by efflux of time or otherwise, after the expiration of _____ months from the date of such determination, the said deposit be returned to the contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
- (4) This Agreement shall remain in force until expiry of the dated of delivery of materials but notwithstanding any thing contained herein or in the form of, tender, the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time, after given one month's notice in writing without compensating the contractor.
- (5) Notes in connection with the Contractor may be given by the Executive Engineer or his any representative duly authorized by him.

IN WITNESS WHEREOF THE said contractor _____ have sent his hand hereto and the Executive Engineer has, on behalf of the Governor, affixed his hand and seal of his office hereto the date and year first above written.

(Signature of Witness)

1. _____

2. _____

Director
Parks and Garden
Gandhinagar.

Signed _____ OR
(Name and Designation)

Officer accepting the tender.

Place:

Date:

Signature of the contractor

Signature of the Executive Engineer:

CONDITIONS OF CONTRACT

Clause: 1 Security Deposit:

The person/persons whose tender may be accepted (hereafter called the contractor) shall (A) within one day for a contract of Rs. 1,000 or less or two days for a contract of more than Rs. 1,000 up to Rs. 2,000 and so on, up to a limit of 10 days for a contract to Rs. 10,000 or more, of the receipt by him of the notification of the acceptance of his tender deposit with the Deputy Executive Engineer/Director, Parks and Garden, Gandhinagar either in cash or in Government securities endorsed to the Executive Engineer (if deposited for more than 12 months) a sum which with the amount of the earnest money deposited by him with his tender will made up the full security deposit * or (B) permit the Government at the time of making any payment to him for the work done under the contract to deduct such sum ** as will (with the earnest money deposited by him amounting to _____ of all money so payable such deduction to be held by the Government by way of security deposit) provided always that in the event of the contractor depositing a lump sum by way of security deposit at contemplated at (A) above, then and in such case if the sum so deposited shall not amount to the amount of this percentage (not exceeding 10%) shall be fixed in every case to suit requirement e.g. if it is fixed at 8% and security deposit only amounts to 5% of the estimated cost of materials to be supplied, then 3% shall be deducted from every payment. If the percentage is fixed of materials to be supplied, then 3% shall be deducted from every payment. If the percentage is fixed 10% and the security deposit amounts to 6% only then 4% shall be deducted and so on percent of the total estimated cost of materials to be supplied it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract, make up the full amount of percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Government under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or for many sums which may be due or may be due or may become due to the contractor by Government on any accounts whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale aforesaid, the contractor shall within 10 days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit when paid in cash may at cost of the depositor, be converted into the interest bearing securities provided that the depositor has expressed in writing. If the amount of the security deposit to be paid in a lump sum within the period specified at (A) above is not paid the tender contract already accepted shall be considered as cancelled and legal steps shall be taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor shall be refunded after the expiry of 3 months from the date on which the final bill is paid.

**This deposit will vary from 1% to 10% of the estimated cost of the materials to be supplied according to the circumstances of the case. Further if the security deposit is not paid within the preceding specified time, no work order will be issued till the issue about delay is finally decided by the competent authority.

**This percentage where no security deposit is taken will vary from 5% to 10% according to the requirement of the case.

Clause-2: Termination of contract:

Should the contractor fail to deliver the materials or any part thereof, within the contracted period of delivery or in case, the materials are found not in accordance with prescribed specification and/or approved sample, the Executive Engineer shall exercise his discretionary powers either:

- (a) to recover from the Contractor as liquidated damages, a sum not exceeding one percent of the price of the materials which the Contractor has failed to deliver as aforesaid per day or part thereof during which the delivery of such materials may be in arrears, but subject to a

Signature of the contractor

Signature of the Executive Engineer:

maximum limit in the case of an order not exceeding Rs. 1 lakh in value, of 10% and in the case of an order exceeding Rs. 1 lakh in value of 5 % of the stipulated price of the materials, sales tax, generals tax, excise duty, packing charges etc. so undelivered. or

(b) to purchase from elsewhere on contractor's account and at his own risk the materials so undelivered of a similarly description without canceling the contract in respect of the consignment not yet due for delivery. Or

(c) To cancel the contract.

In the event of risk purchase of materials of similar description, the opinion of the Executive Engineer shall be final, which will be exercised by him only, when materials of exact specification are not readily procurable.

In the event of action taken under clause (a) or (b) above, the Contractor shall be liable for any loss, which the Government may sustain on that account, but the Contractor shall not be entitled to any saving on such purchases made against default.

If the supplier/FIRM fails to supply the material in the time limit, the Supplier/Firm will be disqualified for tendering up to Two Years. (Vide R & B. D. G.R. No. TNC/C9B/170/27-S/Dt. 5-9-92)

The decision of the Executive Engineer shall be final as regards the acceptability of materials supplied by the Contractor and the Executive Engineer shall not be required to give any reason in writing or otherwise, at any time for the rejection of materials.

Clause: 3 Risk in transit:

Goods/materials should be dispatched at carrier's risk, failing which; they should be properly covered by transit insurance with Government Insurance Fund, Directorate of Insurance,

The goods/materials to be inspected before dispatch and a certificate to the effect that

(1) The goods/materials are inserted in packages in safe and in sound conditions, and that

(2) According to the normal trade practice, the packing used is good to be furnished by the Contractor.

Failure to comply with these instructions may result in non-acceptance of transit-risk by the insurance Officer.

N.B. Transit – Insurance form may be obtained from the Directorate of Insurance, Ahmedabad directly in case of materials are to be insured.

(a) When the goods / materials are dispatched from station outside Gujarat State, the contractor has to declare the condition of the packing.

(b) Railway Receipt or parcel receipt of the Gujarat State Road Transport Corporation should not be sent by V.P.P. as the payment for goods / materials dispatched, should be made in ordinary way.

Clause – 4 Date of Delivery

The Materials should be delivered / dispatched within **Days** from the date of receipt of order for the supply or within the period that may be specified in the order for the supply of materials.

Note:-(i) In the event of contractor's liability to supply goods / materials by the stipulated date, the office placing the order must be informed and no supplies will ordinarily be accepted by the consignee, if delivered late, except on production of a specific sanction from the officer placing the order.

(ii) Date of delivery is the date on which acceptable goods / materials have been offered for inspection either to the Executive Engineer or his authorized representative or to the consignee.

Clause – 5 Bills:-

Bills for the materials to be supplied in compliance of this contract must be prepared in duplicate and sent to the consignee for payment. A copy of the bill should be sent to the officer

Signature of the contractor

Signature of the Executive Engineer:

who has placed the order for record. Intimation should be sent to Executive Engineer when the full payment of contractor's bill is recovered.

Clause – 6 Octroi Duties / Sales Tax, Entry – Tax and Turn Over Tax:-

VAT/Octroi Duty / Sales Tax / Turn Over Tax / Entry Tax, Royalty etc., where recoverable should be paid and borne by the contractor.

Clause – 7 Executive of Agreement:-

Tenderer will be required to enter into agreement (appended herewith) for the due performance of the contract.

Clause – 8 Warranty:-

The goods / stores / articles / materials sold to the Buyer this contract shall be new, of the best quality (and workmanship) and shall be strictly in accordance with the specification and particulars contained / mentioned in the tender and the Contractor / seller hereby guarantee that the said goods / stores / articles / materials would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods / stores / materials/ articles to the purchaser and that notwithstanding the facts that the purchaser (inspector) may have inspected and / or approved to said goods / stores / articles / materials if during the aforesaid period of 12 months the said goods / stores / articles / materials be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods / stores / articles / materials or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods / stores / articles / materials will be at the Seller's risk and all the provisions herein contained relating to rejection of goods etc., shall apply. The contractor / seller's shall, if so called upon to do replace within a period of one month or such further period, as may be extended from time to time by the purchaser, on an application made therefore by the Contractor / Seller, the rejected goods / stores / articles / materials or such portion thereof as is rejected by the Purchaser and in such an event the above mentioned warranty period shall apply to the goods / stores / articles / materials replaced from the date of the replacement thereof, otherwise the Contractor / Seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

Clause – 9 Laws:-

(i) This contract shall be governed by the laws in force in Gujarat State and shall be subject to jurisdiction of the court in the District Head Quarters of the Executive Engineer signing this contract.

(ii) This marking of all materials supplied must comply with the requirements of the Indian Acts relating the Merchandise Marks and of the rules made under such Acts.

Clause – 10 Indemnity:-

The Contractor shall, at all times, indemnify the Government against, all claims which may be made in respect of the materials for infringement of any protected by patent, registration of design or Trade Mark and shall take all risk of any right protected by patent, registration of the supply from whatever cause arising and the entire responsibility for the sufficiency of the right, used by him for the fulfillment of the contract, PROVIDED ALWAYS that in the event of any claim in respect of alleged breach of Letter Patent, Registered Patent, Registration of Design, or Trade Mark being made against the Government, shall notify to the contractor of the same and the contractor shall be at liberty at his own expenses to conduct negotiations for the settlement of any litigation that may arise there from.

Clause – 11: Insolvency:

Should the contractor be adjudicated insolvent or has a receiving order made against him, or mark or enter into any arrangement or compromise with his creditors, or suspend payment (or

Signature of the contractor

Signature of the Executive Engineer:

being a company, be wound up either compulsorily or voluntarily) or commit any breach of his contract not herein specially provided for the Executive Engineer shall have power to declare the contract at an end in which case the contractor shall be liable to pay to the Government for any extra expenses the Government is thereby put to, but shall not be entitled to any gain or repurchase.

Clause – 12: Breach of Contract:

Should the contractor fail to abide by any of the terms and conditions of this contract, the failure on his part shall constitute a breach of the contract and action as deemed proper shall be taken against him under clause (2) of this contract.

Clause – 13: Repeat Orders:-

The Executive Engineer reserves his right to place repeat orders for the quantities up to 50 percentage of the quantities for each item as shown in this bid documents within a period of six months from the date of expiry of contract subject to terms and conditions herein provided as agreed to by the contractor under this tender mentioned above and he shall accept the same. Non compliance of repeat orders shall be dealt with under clause “2” of this contract.

Clause – 14: Disputes etc. subject to local court:

All questions, disputes or difference arising under, out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction on the Court, at the Head quarters of the Executive Engineer who has signed the contract agreement.

Clause 15: Period of Rate Contract:-

This contract will remain in force for a period of **12 Months** form the date of issue of acceptance latter for this Rate-Contract.

Clause – 16: Premature determination of contract:-

The Executive Engineer shall, in addition to his powers under other clauses to determine this contract, have powers to terminate his liabilities there under at any time by giving one month’s (or such shorter period as may be mutually agreed) notice in writing to the Contractor of his desire to do so and, upon expiration of the notice this contract, shall be determinate without prejudice to the right accrued to the date of determination.

Clause – 17: Certificate:-

On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect, but the delivery shall not be considered to be complete until the contractor shall have removed all rejected materials and shall give the approved materials stocked or places in such position as may be pointed out to him.

Clause – 18: Action for damages:-

If the contractor or his workmen shall break or deface any building, road, fence, enclosure or grass-land or any cultivated land, he shall repair or replace the same and if any damage has been done, he shall make good the same at his own expense and in the event of his refusing or failing to do so the damage shall be made good at, the contractor’s expenses, by the officer inviting the tender, who shall deduct the cost from any sum due or which may become due to the contractor or from his security deposits or the proceeds of sales thereof or a sufficient portion thereof.

Clause – 19: Delivery on Sundays:-

No materials shall be brought to the site of the work or stores or delivered on Sundays without the written permission of the officer in charge of the work.

Clause – 20: Subletting of Contract:-

This contract shall not be sublet without the written permission of the Executive Engineer. In the event of the contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of the contract and shall forfeit his security deposit to the Government and shall have no claim for any compensation or any loss that may accrue on account of the collection of the materials or engagement entered into.

Clause- 21: Compensation under the Workmen’s Compensation Act:-

Signature of the contractor

Signature of the Executive Engineer:

The contractor shall be responsible for and shall pay any compensation to his workmen which may be payable under the Workmen's Compensation Act.1923 (VII of 1923), hereinafter called the said Act for injuries suffered by them, If such Compensation is paid by the Government as Principal under Sub-Section (i) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Government from the Contractor under Sub-section (2) of the said section; such compensation shall be recovered in the manner laid down in Clause-I above.

Clause – 22: Decision of Superintending Engineer to be final:-

The decision of the Superintending Engineer, for the time being, shall be final binding and conclusive on all questions relating to the meanings of the conditions of contract and specifications of materials supplied except acceptability of materials in which case, the decision of Executive Engineer under Clause-2 is final.

Clause –23: No Guarantee that materials indicated in the schedule will be ordered:-

No guarantee can be given that the total number of quantities of materials indicated in the schedule of the contract will be ordered during the period of the contract but the Executive Engineer shall purchase from the contractor all such materials as are detailed in the schedule, which he may require to purchase during the period of the contract.

Clause –24: Contractor bound to complete the work at the rates mentioned in contract:-

No claim or claims made by the contractor for increased rates on the grounds that the market or other rates included in the contract have risen during the period of his contract, will be recognized that is to say, the contractor, is bound to complete the work and / or to supply materials at the fixed rates mentioned in the contract.

Clause-25: Method of Payments:-

Payments to contractor will be made by cheque drawn on any Treasury or Bank within the Division most convenient to him, provided the amount to be paid exceeds Rs. 10 smaller amounts will be paid in cash.

Clause – 26 Set of money:-

Any sum of money due and payable to the contractor (including the security deposit returnable to the contractor) executing any Government work or work of any District Panchayat wholly financed as grant in aid under this contract shall be appropriated by any District Panchayat / Govt. and shall be set off against any claim of the Government / Dist. Panchayat of Gujarat State / by the District Panchayat of Gujarat State / Government for the payment of a sum of money arising out of under any other contract made by the contractor with the Government / District Panchayat of Gujarat State, for the work wholly financed as grant-in-aid by Government of Gujarat State. When no such amount for the purpose of the recovery from the contractor against any claim of the Government / District Panchayat of Gujarat State is available, such recovery shall be made from the contractor as arrears of land revenue.

Clause – 27:- Quantity to be purchased:-

No definite estimated can be given of the quantity or value of the stores required. The contractor shall be required to supply the same as ordered during the period covered by the rate contract.

Clause – 28- The rates accepted under this contract are firm and fixed for the period of contract and no variations for risk or fall within the basic costs or taxed during the period of contract will be allowed.

Signature of the contractor

Signature of the Executive Engineer:

Schedule of Materials

Description of specification of materials to be supplied.	Total Estimated quantity of such materials to be supplied (which is subject to variation)	Place at which to be delivered	Quantities to be delivered at each place.	Date by which delivery at all places must be completed	Rate at which materials are to be supplied			Unit	Total cost of each article inclusive of every demand	Remarks
					Ex. Godown factory (name of place) in figures & Words	F.O.R. station of loading in figures & words	F.O.R. Description of unloading including / excluding insurance charges in figures & words.			
1	2	3	4	5	6	7	8	9	10	11
<p align="center">-----AS PER SCHEDULE-----</p>										

Place:- Gandhinagar
Date:-_____

Signature of the Contractor

For and on behalf of the Government of Gujarat
Officer accepting tender _____

Signature of the contractor

Signature of the Executive Engineer:

NOTICE INVITING TENDER

The right to reject any or all tenders without giving any reasons thereof is reserved, and the tenderer will be bound by Government orders issued from time to time.

Sr. No.	Name of Work	(A) Estimated Amount (B) Earnest Money (C) Tender Fee per each	(A) Tender Document Downloading Start Date (B) Last Date of Downloading (C) Date of opening tender
1	Supply of Chemical Fertilizers, Pesticides & Insecticides at Gandhinagar, Ahmedabad. [2nd attempt]	(A) Rs. 0.00 (B) Rs. 10000.00 (C) Rs. 900.00	(A) 20/05/2026 (B) 09/07/2026 UPTO 16.00. (C) 09/07/2026 UPTO 16.05.

Signature of the contractor

Signature of the Executive Engineer:

R. & B. DEPARTMENT

GENERAL INSTRUCTIONS TO TENDERERS

Name of work:- Supply of Chemical Fertilizers, Pesticides & Insecticides at Gandhinagar, Ahmedabad. [2nd attempt]

- (i) Notice as per advertisement; **Notice No. 03 OF 2026/2027**
- (ii) Estimated Amount **Rs. 0.00**
- (iii) Earnest Money **Rs. 10000.00**

A treasury Challan or by a Demand Draft in favour of Director, Parks and Garden, Gujarat State, Gandhinagar, on state Bank of India, Gandhinagar must accompany with the sealed cover.

- (iv) Last Date of Downloading: 09/07/2026 16.00 Hrs.
- (v) Online opening tender: 09/07/2026 16.05 Hrs.

GENERAL CONDITIONS

(1) The sealed covers of EMD & Tender Fee, addressed to the Director, Parks and Garden, Gujarat State, Gandhinagar.

(2) The tenderer should quote the rates both in figures and words in decimal coinage system. The amount of each item should also be worked out by him and requisite totals given. He should also give the correct total in figures and words after doing total of all the items. No alternation in the form of tender and in the Schedule of quantities and no additions in the space or special stipulation should be made in the tender.

If the contractor is exempted from depositing Earnest money in individual case, he shall attach with the tender an attested copy of the exemption letter and shall also produce the said original letter when called upon to do so.

(3) It must be clearly and definitely understood that the conditions of the contract and specification given are to be rigidly enforced and no relaxation on the grounds of customs prevailing to be allowed.

(4) The tenderer whose rates are acceptable shall have to enter into agreement and pay the required security deposit as per rules within **10 days** of the receipt of letter of acceptance, failing which earnest money or **Rs. 10000.00** paid shall be forfeited.

(5) The rates to be quoted will be firm for the period of contract and no variation for rise or fall either in basic costs or taxes during the period of contract will be allowed.

(6) The Government are exempted from the payment of Octroi duty. The concerned Deputy Executive Engineer will issue exemption certificate provided he is informed by the tenderer well in advance as otherwise the department will neither pay nor reimburse any charges.

(7) The rate should be offered after considering the place of the delivery as shown in the schedule and specified in the conditions. No extra conveyance charges will be borne by the department.

(8) Not more than one tender shall be submitted by a contractor or by a firm of contractor. No two concerns in which an individual is interested as a proprietor and/or a partner, shall tender for the supply of materials. If they do so all such tenders shall be liable to be rejected.

(9) A tenderer shall produce Sales Tax Registration Number along with the tender documents.

(10) Submission of a tender by a tenderer implies that he has gone through the notice and all other contract documents etc. and has made himself aware of the scope and specifications of the items for which rates are to be offered.

(11) In case of stores accepted as the products of cottage industries/small scale industries, the inspection shall be carried out only at the factory premises of such unit at their cost.

(12) In case if the tenderer is convicted of any offence under the Bombay Prohibition Act 1949 or Bombay Opium Act 1936 as applicable to Gujarat State he will be considered ineligible for being given contracts.

(13) In case if the tenderers are asked to submit a sample along with the tenders the following instructions are to be noted as otherwise the tender will be rejected at the discretion of the department and the decision of the department will be final and binding to contractors :

- (i) The sample attached with the tender shall not govern the standard of supply except when it has been specifically stated in the acceptance of tender:
- (ii) The sample should be submitted in such a way that it must reach to the office of concerned Executive Engineer on or before specified date.

Signature of the contractor

Signature of the Executive Engineer:

- (iii) The upcountry tenderes are requested to send packing note in duplicate along with the samples. The parcel railway receipt or Road Transport receipts should be sent under "Fully paid Home Delivery parcel" so that the sample should reach to the concerned offices on or before the due date, as otherwise the department will be in no way responsible for getting the parcel cleared from the Railways etc.
 - (iv) In case of sample sent by railway parcels or by road transport, the same should be brooked by post separately to the addresses of concerned officer and should not be enclosed with the tender documents.
 - (v) The samples for alternative offer if any should be clearly related by number or letter in unambiguous terms to the offer of which refers.
 - (vi) After the tenders are decided, rejected samples will be returned to the respective tenders provided of course; the samples are not destroyed or consumed during testing and examination. The tenderers will have to make their own arrangement for it within specified time limit as intimated by the Department failing which the samples will be disposed off in a manner deemed fit.
 - (vii) The sample should be offered strictly with the adherence to maintain suppliers as per the same quality at the time of delivery against the orders of the department, in order to avoid numerous rejections. The tenderes who cannot comply with the supplies at the rates as per samples is better advised not to respond to this tender as otherwise he will have to face the penalties for default and will be dealt with rigidity by the department.
- (14) Warranty/Guarantee, if any for the stores offered by the contractors should invariably by stated while offering rates failing which standard clause of one year will be adopted as Guarantee.
- (15) Non compliance with any of the above conditions shall constitute breach of the same and will render the offer liable for rejection.
- (16) The tenderer is advised to indicate in their offer against each item, whether the item is imported or indigenous. Incase if it is indigenously manufactured, it should be stated whether it is a product of large scale industries, medium scale industry or small scale industry and of what state. If the tenderer desires to have approved price preference of small scale or cottage industries products, the tenderer should furnish certified authenticated or photostate copies of the registration certificate issued by the State Industries Commissioner of State or Registrar of Co-operative Societies, Gujarat State, with whom it is registered.
- (17) All questions, disputes or difference arising under, out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction of the court at the Headquarter of the Executive Engineer who signs this contract document on behalf of the Governor of Gujarat.
- (18) The terms and conditions that may appear in printed, cyclostyled or in any other form on covering letter of the tenderer accompanying the tender will not be notice of _____ only those conditions which appear in the body of the letter will be taken for consideration.

Place : _____

Date: _____

Director
Parks and Garden
Gandhinagar

OR

Officer accepting the tender.

Signature of the contractor

Signature of the Executive Engineer:

PROFORMA “A”

Name of the firm :

Name of the month:

Rate Contract No. :

Details of Order Pending from previous months (1)			Details of requisition order received chronologically during the months (2)		
Name of Direct Demanding Officer (i)	Requisition Order No and Date (ii)	Quantity (iii)	Name of Direct Demanding Officer (iv)	Order No and Date (v)	Quantity (vi)

Details of Supply made in the months (3)			Order pending at the end of the month (4)			
Name of Direct Demanding Officer (vii)	Order No and Date (viii)	Quantity (x)	Name of Direct Demanding Officer (x)	Order No and Date (xi)	Quantity (xii)	Reasons for non execution of the order

Signature of the contractor

Signature of the Executive Engineer:

Pages 15 & 16 are for E-tendering of D Tender Form only
(For Tenders having Estimated Cost above Rs. 10 Lakhs)

Face sheet :

- (1) Delete the words "A Treasury Challan or" below the line "Earnest Money Rs. _____" of Sr. No 16.
 (2) In lines at Sr. No. 2 and 3 for Date of receipt and Date of Opening please read as under :
 (i) Downloading of tender documents From date _____
 Start & End Date upto date _____ Till _____ hrs.
 (ii) Online submission of bid Upto date _____ Till _____ hrs.

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- (1) Rule 1 may be deleted.
 Rule No. - 2 Rule 2 is substituted as under:
 The Bids shall be offered in Electronic format only on online website www.mtb.procure.com / www._____ till the date and time shown on Page 16 supra.
 Rule No. - 3 is substituted as under:
 The tender for the work shall remain open for a period of 90 / 120 days counted from the last date of on line submission of bid.
 Rule No. - 4 is Substituted as under :
 The bid shall be liable to be rejected outright of :
 (i) The bidder proposes any alteration in the work specified or in the time specified for delivery of materials or any condition in the covering letter.
 (ii) The bidder or the person authorised to sign on behalf of the bidder does not digitally sign the bid offer.

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Rule No.-12 is Substituted as under

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 Superintending Engineer _____ Circle _____ 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. Penaltative action for not submitting D.D. in original to E.E. by bidder shall be initiated. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. 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.

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." (R.&B Circular No. 144-102008-5-C, dated 18-1-2008 & R.&B.D.G.R. No. Parach-102008-5-C (Partfile) dated 27-11-08)

Rule No. 13 may be substituted as under

The Authorised Officer / competent authority shall open tender online on website www.mtb.procure.com on _____ at _____ hrs. or any other suitable time thereafter, in his office in the presence of intending Tenderers or their representative who wish to remain present at that time. He will enter the amount of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall, thereupon for the purpose of identification, sign copies of the specifications and other documents mentioned in his tender.

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Instruction No. (i) to (v) may be Deleted.

Conditions 1, 13(i) and (ii), 17 and 18 of General Conditions may be modified as under :

- (1) Bids by E-tendering are invited as per schedule for E-tendering indicated in "Notice Inviting Tenders"
 (13) (i) The samples shall be produced as and when asked by the department. However such samples shall not govern the standard of quality of materials to be supplied except when it is specifically approved by the Tender approving authority.
 (ii) This is deleted.

Signature of the Contractor

Signature of the Executive Engineer

Signature of the contractor

Signature of the Executive Engineer:

Also Available at : ગુજરાત ભુલ સોલ્સ (પ્રા.) લિ., બી-૨૦, પ્રિન્સિપલ ઓફિસ સેક્ટર, સેક્ટર-૨૧, એપીઆરકોન : ૨૩૨૨૧૧૯૫

NOTICE INVITING TENDER (On page 12)

Bids by E-tendering are invited on behalf of Governor of Gujarat by the
Division for the supply of materials as per schedule attached.

Schedule for e-tendering is fixed as under :

- (i) Downloading of tender documents
Start & End Date From date ____/____/____
upto date ____/____/____ Till ____ : ____ hrs.
- (ii) Online submission of bid Upto date ____/____/____ Till ____ : ____ hrs.
- (iii) 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 Superintending Engineer ____ Circle ____ 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.
- (iv) Online opening of Bid On date ____/____/____ & ____ : ____ hrs.
Venue ____
- (v) Bid Validity Period 90/120 days from the last date of downloading Bids
- (vi) Bid Inviting authority Executive Engineer ____ Division
- (vii) Bid Opening Authority ____

- Bidders can download the tender documents free of cost from the website. www.mnprocure.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.

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.gnfc.com
2.	Safecrypt	www.safecrypt.com
3.	TCS	www.tcs-ca.tcs.co.in
4.	MTNL	www.mtnltrustline.com

Signature of the Contractor

Signature of the Executive Engineer

Signature of the contractor

Signature of the Executive Engineer: