

FORM-D

GUJARAT STATE N.W.R.W.S. & KALPSAR DEPARTMENT, GHANDHINAGAR

DIVISION : Drainage Division No-2, Surat

SUPPLY OF MATERIALS

NOTES

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

Name of Work : Providing, Supplying & Installation with testing demo of additional Laboratory Equipment for aggregate, cement & mix-design @Quality Control Sub Division, Rander, Dist. Surat

- 1) Estimated Amount Rs.: 3,58,171.30/-
- 2) Earnest Money Rs.: 3600/-

A treasury Challen or a Demand Draft in favour of the Executive Engineer, Drainage Division No.2, Surat.

On the State Bank of India/Saurashtra must accompany with the sealed cover.

- 3) Date of receipt of Sealed cover : On
By registered post A.D. only.
- 4) Date of opening sealed tender : On
At 12-noon if possible.

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. The tender documents shall have to be filled in either in ink or by ball pen.
- 2.2(i) Late tenders (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 offers shall not be opened and considered at all.
- 2.(ii) The tenders received (by registered post) after the time and date specified in the tender notice shall not be received by the concerned office from the postman, for which the date and time should be recorded on the cover of the tender as to when tender was refused by the Divisional Accountant or the Divisional Office Superintendent or any other person in charge.
- 2.(iii) Necessary records should be maintained for refusal of such tenders in the registers for receiving tenders and should be initialled by the concerned Executive Engineer.
3. The tender for the work shall remain open for a period of (*) 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 modifications or additions in the terms and conditions of his tender, which are not acceptable to the Government (Department) then, the Gov. 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 to be rejected outright, if :-
 - (i) The tenderer proposes any alteration in 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 or ball pen figures and words and the total of each item and grand total are not struck 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 initialled by the tenderer.
 - (v) Any erasure is made by him in the tender, and
 - (iv) The tenderer or in the case of a firm, each partner or 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 of materials of the tender form
 - (iii) Specifications.

On drawing, figured dimensions unless obviously incorrect will be followed in 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 a tenderer in the rate columns, the description in words shall prevail.

*The 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 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 as directed by the department comes to **Rs. 3,58,171.30** and the contractor shall not dispatch the materials if the total cost exceeds that amount. The vat, if applicable in the case of dealers and freight and/or insurance charges if any, should be claimed as separate item in the bill.

9. Inspection :

Inspection will be done by the Executive Engineer Drainage Division No-2, surat or by any officer authorized by him on his behalf or by the consignee at destination.

9(a) The entire materials ordered will have to be offered for inspection 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 Office/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 despatched 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 supplier 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 suppliers' expense.

12. Challan for earnest money must accompany the tenderer. Tenderer may pay earnest money in cash or in the form of CROSSED demand draft or FIXED deposit receipts or DEPOSITE AT CALL receipts with a validity period of not less than six months of a Nationalised 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.PWD No.TNC-2175/IB-946-251-C dt.12th April,1977 should invariably be followed.)

13. The Executive Engineer or his duty authorized Assistant shall open tenders in the presence of Tenderer who have submitted tenders or their representatives, who may be present at the time of opening of tenders and he will enter amounts of the several tenders in a comparative statement in a suitable form Receipts for the earnest money forwarded with the tenders shall be given to the Tenderers on the day tenders are opened. In the event of a tender being accepted, the Tenderer shall, for the purpose of identification, sign copies of the specification 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.

Signature of the Contractor

Signature of the Executive Engineer

14. The Officer competent to dispose of the tender shall have the right of rejecting all or any of the tenderers.

15. Every tenderer shall, unless exempted in writing by the Superintending Engineer, produce alongwith 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 or 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.

The 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, Additional 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 or having posting as Chairman of P.W Committee or as incumbent in Jilla Panchayat today.

AGREEMENT

THIS AGREEMENT made on this _____ day of _____ Two thousand and _____ between _____ (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 and THE GOVERNOR OF GUJARAT (hereinafter called "the Governor" which expression where the context so requires or admits shall include his successors in office and assigness) of the other part.

Whereas the contractor has given the tender to the Government for the supply to the Executive Engineer, Gujarat _____ (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 or rates mentioned against the said materials in the column provided for the purpose.

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

NOW IT 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 . _____ dated _____ as well as in as 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 right of Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occaassioned 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 eitouth interest and after deducting therefrom any sum due by the Contractor to the Government under the terms and conditions of this agreement.

Signature of the Contractor

Signature of the Executive Engineer

- 4) This Agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding anything 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 giving one month's notice in writing without compensating the contractor.
- 5) Notice in connection with the Contract may be given by the Executive Engineer or his any representative duly authorized by him.

IN WITNESS WHEREOF THE said Contractor _____ hath set his hand hereto and the Executive Engineer has, on behalf of the Governor, affixed his hand seal of his office hereto the day and the day and the year first above written.

Signature of the contractor

(Signature of Witness)

1. _____

2. _____

Signed by
(Name and Designation)

Executive Engineer,
_____ Division

OR
Officer accepting the tender

Place:

Date:

CONDITIONS OF CONTRACT

Clause - 1 Security Deposit : (1) In the form of small Savings or Narmada Bonds (of minimum one year time limit) -- 2.5%= 9000.00 rupees **(2)** To be deducted from bills -- 2.5%= 9000.00 Rupees Total of : 18000.00 Rupees.

The person/persons whose tender may be accepted (hereinafter 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 upto Rs.2,000 and so on , upto a limit of 10 days for a contract of Rs.10,000 or more of the receipt by him of the notification of the tender deposit with the Deputy Executive Engineer/Executive Engineer _____ 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 made up the full security * 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 as contemplated at (A) above then and in such case if the sum so deposited shall not amount to this percentage of the total estimated cost of the materials to be supplied it shall be lawful to the 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 very such payment at last aforesaid. All compensation or other sums of money payable by the contractor to the Government under the terms of his contract may be ducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by the Government on any account whatsoever ,and in event of his security deposit being reduced by reasons of any such deduction on 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

Signature of the Contractor

Signature of the Executive Engineer

cost of the depositor be converted into the interest bearing securities provided that the depositor has expressly desired this 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 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 percentage where no security deposit is taken will vary from 5% to 10% according to the requirement of the case.

**This deposit will vary from 1 per cent to 10 per cent 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.

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 this discretionary powers either:-

- (a) to recover from the Contractors 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 areas, but subject to a maximum limit in the case of an order not exceeding Rs. 1 lakh in value, of 10 per cent and in case of an order exceeding rupees one lakh in value, of 5 percent of the stipulated price of the materials sales tax, general 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 similar description without cancelling the contract in respect of the consignment not yet due for delivery, or
- (c) To cancel the contract.

In the event of risk purchases 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 specifications are not really procurable.

In the event of action taken under clause (a) or (b) above, the Contractor shall 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.

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, Shri Ambica centre, Relief Road, Ahmedabad-380 001.

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, 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 the materials are to be insured.

(a) When the goods/materials are 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.

Signature of the Contractor

Signature of the Executive Engineer

Clause – 4 Date of Delivery :

The materials should be delivered/dispatched within 10 (Ten) days from the date of receipt or order for the supply or within the period that may be specified in the order for the supply of materials.

Note : (1) 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.

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

Clause -6 Octroi Duty/V.A.T Entry- Tax and Turn Over Tax :

Octroi Duty/ Value Added Tax/Turn over Tax/Entry Tax, Royalty etc., where payable should be paid and borne by the contractor.

Clause – 7 Executive of Agreement :

Tendere 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 under this contract shall be new, of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the tender and the Contractor/seller hereby guarantee that the said goods/stores/articles materials would continue to confirm 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 confirm 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/materials/articles or such portion thereof as may be discovered not 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 shall, if so called upon to do replace within a period of one month or such further period, as may be extended from time by the purchaser, on an application made therefore by the Contractor/Seller, the rejected goods/stores/articles/materials or such portion thereof as 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 Headquarters of the Executive Engineer signing this contract.

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

Signature of the Contractor

Signature of the Executive Engineer

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 right protected by patent, registration or design or Trade Mark and shall take all risk of accidents or damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of the means used by him for the contract. PROVIDED ALWAYS that in the event of any claim in respect of alleged breach of Letter patent, Registered Patent, Registered 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 expense, to conduct negotiation for the settlement of any litigation that may arise therefrom.

Clause – 11 Insoivency :

Should the contractor be adjusted insolvent or has a receiving order made against him, or make or enter into any arrangement or compromisation with his creditors, or suspend payment (or being a company, be wound up, either compulsorily or voluntarily) or commit any breach of this 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 hereby put to, shall not be entitled to any gain on 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 agreement.

Clause – 13 Repeat Order :

The Executive Engineer reserves his right to place repeat orders for the quantities upto 50 percent of the quantities for each item as shown in this bid document 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 his tender mentioned above and he shall accept the same . Non-compliance of repeat shall be dealt with under clause 2 of this contract.

Clause -14 : Disputes etc subject to Local court :

All questions, disputes or differences or arising under, out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the court, at the headquarters 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 _____ from the date of issue of acceptance letter for this Rate-contract.

Clause – 16 Prematured 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 thereunder 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 determined 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 have the approved materials stocked or placed 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 of grassland 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 expense, 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.

Signature of the Contractor

Signature of the Executive Engineer

Clause- 19 Delivery on Sundays :

No materials shall be brought to the site of 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 hereby committed a breach of the contract and shall forfeit his security deposit to the Government and shall have no claim for any compensation of 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 :

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(VIII of 1923), hereinafter called the said Act for injuries suffered by them. If such compensation is paid by the Government as principal under subsection(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 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 Schedule will be ordered :

No guarantee can be given that 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 made by the contractor for increased 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, 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 cheques 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 off Money :

Any sum of money due and payable to the contractor (including the security deposit returnable for the contractor) executing any Government work or any District Panchayat wholly financed as grant-in-aid under this contract shall be appropriated by any District Panchayat /Government and shall be set off against any claim of the Government/District 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 estimate 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 variation for rise or fall within the basic costs or taxes 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 which delivery at all places must be completed	Rate at which materials are to be supplied			Unit	Total cost of each article	Remark
					Ex godown factory (Name of place in figures & word)	F.O.R station of loading in figures & words	F.O.R Description of unloading/excluding insurance charges in figures & words			
1	2	3	4	5	6	7	8	9	10	11

Signature of the Contract

For and on behalf of the Governor of Gujarat Officer Accepting tender

NOTICE INVITING TENDER

Sealed and subscribed tenders will be-received in prescribed form for and on behalf of Governor of Gujarat by the _____ Division/sub division in his office at _____ A.M/P.M on _____ and as specified in the tender notice for the supply of materials as per schedule attached.

Prescribed blank tender form (non-transferable) will be available from his office on payment of tender fees along with the application as shown against each (non refundable). In case if tender is demanded by post, an additional amount of Rs. _____ will have to be sent separately for each other.

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

Sr No.	Name of Work	(A) Estimated Amount (B) Earnest money (C)Tender fee per each	(A)Last Date of issuing tender (B)Last date of receipt of sealed tender by RPAD. (C)Date of opening tender

Signature of the Contractor

Signature of the Executive Engineer

DEPARTMENT
GENERAL INSTRUCTIONS TO TENDERES

Name of work :-

1. Notice as per advertisement : Notice No. at _____ Sr No.
2. Estimated Amount Rs.
3. Earnest Amount Rs.

A treasury Challan or by Demand draft in favour of Executive Engineer _____ on State Bank of India, _____ must accompany with the sealed cover.

4. Date of receipt of sealed cover ; on _____ by registered post A.D. only.
5. Date of opening sealed tender ; on _____ at 12:00 noon if possible.

GENERAL CONDITIONS

- 1) The sealed covers addressed to the Executive Engineer _____ with the name of the work written at the top on the envelope will be received _____ by this office on _____ by registered post A.D. only.
- 2) There 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 alteration in the form of tender and in the Schedule of quantities and no additions in the space or specials 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. _____ 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 materials 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 price 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. Not 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 a;; such tenders shall be liable to be rejected.
- 9) A tenderer shall produce VAT/TIN registration number alongwith the tender documents .
- 10) Submission of a tender by a tenderer implies that he has gone through the notice and 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 cottage industries/small scale industries the inspection shall be carried out only at the factory premises of such unit at their cost.

Signature of the Contractor

Signature of the Executive Engineer

- 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 alongwith the tenders, the following instructions are to 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 the 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 so that it must reach to the office of concerned Executive Engineer on specified date.
 - (iii) The upcountry tenderers are requested to send packing note in duplicate alongwith the samples. The parcel railway receipt or road transport receipt should be sent under "Fully paid Home Delivery Parcel" so that the sample should reach to the concerned officers on or before the due date, as otherwise the department will be in no way responsible for getting the parcel cleared from the railway etc.
 - (iv) In case of samples sent by railway parcels or by road transport the same should be booked 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 to which it refers.
 - (vi) After the tenderers are decided, rejected samples will be returned to the respective tenderers provided of course the sample 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 samples should be offered strictly with the adherence to maintain supplies as per the same quality at the time of delivery against the orders of the deptt. in order to avoid numerous rejections. The tenderer who cannot comply with 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 rigidly by the department.
- 14) Warranty/ Guarantee, if any , for the stores offered by the contractors should invariably be stated while offering rates which standard clause of the 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 items is imported or indigenous. In case if it is indigenously manufactured 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 with who, 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 Governor of Gujarat.

Place : _____

Date: _____

Executive Engineer

_____ Division

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 orders pending from previous month 1			Details of requisition order received chronologically during the month 2		
Name of Direct Demanding Officer	Requisition Order No. & Date	Quantity	Name of Direct Demanding Officer	Order No & Date	Quantity
I	II	III	IV	V	VI

Details of supply made in the month 3			Orders pending at the end of the month 4			
Name of Direct Demanding Officer	Order No & Date	Quantity	Name of Direct Demanding Officer	Order No. & Date	Quantity	Reasons for non Execution of the orders
VII	VIII	IX	X	XI	XII	XIII

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 ____/____/____
 - (ii) Start & End Date upto date ____/____/____ Till ____ : ____ hrs.
 - (iii) Online submission of bid upto date ____/____/____ Till ____ : ____ hrs.

Page-2 Rule No. -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.rnb.procure.com/ www. _____ till the date and time shown on page 16 supra.

Rule No.-3 Rule 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 Rule 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 authorized to sign on behalf of the bidder does not digitally sign the bid offer.

Page -3

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.५२५-१०२००८-५-२५, dates 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.mb.nprocure.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 specification and other documents mentioned in his tender.

Page -13 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

Also Available at :ગુજરાત બુક સ્ટોર્સ (પ્રા.) લિ.,બી-૨૦,ડીસ્ટ્રીક્ટ શોપીંગ સેન્ટર,સેક્ટર-૨૧,ગાંધીનગર કોન: ૨૩૨૨૧૧૮૫

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 | From date ____/____/____ |
| Start & End 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 abd 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 date of opening. |
| IV. Online opening of Bid | On the 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.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. Bidder 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 :

<u>Sr No.</u>	<u>Name of Certifying Agency</u>	<u>Website Address</u>
1.	(n) code solution (G.N.F.C)	www.dnfc.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