

# FORM B-2

GUJARAT STATE ROAD & BUILDING DEPARTMENT /  
WATER RESOURCES DEPARTMENT

## ITEM RATE TENDER AND CONTRACT FOR WORKS

Division - વિભાગ

Name of Work -  
કાર્યનું નામ

Date & time of online  
downloading &  
submission of Tender

/ /

Upto

Hrs

નાયબ કાર્યપાલક ઇજનેર

કાર્યપાલક ઇજનેર

અધિક્ષક ઇજનેર

મુખ્ય ઇજનેર

# ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

1. Name of Project \_\_\_\_\_
2. Name of Work \_\_\_\_\_

## (3) Tender Dates :

Bid Document Downloading Period from ... to ... & ... Hrs.

Pre Bid Meeting (If necessary) ... Dt. ... & ... Hrs.

Venue ...

## MEMORANDUM OF WORKS IN BRIEF

- (1) Estimated Cost .... Rs. ....
- (2) Earnest Money .... Rs. ....
- (3) Validity period of tender offered .... 120 Days from the date of opening of online tender in case of single cover system & shall be counted from the date of opening technical bid in case of two cover system tenders.

## (4) Security Deposit

- (i) In the form of small savings or Narmada Bonds ( of minimum one year time limit) ... 2.5% Rs. ....
- (ii) To be deducted from bills ... 2.5% Rs. ....
- (iii) Performance bond of Schedule bank ... 5% Rs. ....
- Total ... 10% Rs. ....

- (6) Time allowed for completion of the work from the date of written order to commence the work ..... Months

## (7) Other details

- (i) Mode of quoting rates in Schedule of items to be carried out In figures as well as in words.  
Item Rate to be quoted for each item.
- (ii) Tender Inviting Authority Executive Engineer ..... Division
- (iii) Tender Opening Authority Superintending Engineer ..... Circle

Signature of the contractor :

કર્તાલક્ષ્મી સહી :

Signature of the Executive Engineer :

કર્તાલક્ષ્મી સહી :

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# NOTICE INVITING TENDERS

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

For and on behalf of Governor for the state of Gujarat

Date : .....

Signature .....

Designation .....

# ROADS & BUILDINGS / WATER RESOURCES DEPARTMENT

## Contract for works

### SECTION - 1

## INFORMATION & INSTRUCTION FOR TENDERERS :

1. **Mode of Submitting Tender :**  
The tenders in the form referred to in notice Inviting Tender shall be submitting in Electronic format only on online Web-site [www.rnb.procure.com](http://www.rnb.procure.com) till the date & time shown in Page No. 2.  
Offers in Physical form will not be accepted in any case.  
Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class - III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India as mentioned under :  

Sr.No.	Name of Certifying Agency	Website Address
1.	(n) Code solution (G.N.F.C.)	<a href="http://www.gnvc.com">www.gnvc.com</a>
2.	Safecrypt	<a href="http://www.safescrypt.com">www.safescrypt.com</a>
3.	TCS	<a href="http://www.tcs.-ca.tcs.co.in">www.tcs.-ca.tcs.co.in</a>
4.	MTNL	<a href="http://www.mtnltrustline.com">www.mtnltrustline.com</a>
- 2.0 **Competency of Tenderer :**  
No contract will be awarded except to responsible bidders capable of performing the class of work completed. Before the award of the contract, any bidder may be required to show that he has the necessary facilities, experience, ability and financial resources to perform the work in satisfactory manner within the time stipulated. Tenderer may be required to furnish the tender inviting authority with the statements as to their experience and their financial status. Tenderer shall be a registered contractor in appropriate class of the Roads & Building Department or Water Resources Department of Government of Gujarat. The tenders of only those contractors who possess the general and special class and category of approved contractors for Government of Gujarat on the specified date of opening tenders (Technical Bid in the case of two or more bid system) will be opened. However this will not be applicable to Tenderers / Bidders who are registered in other states or Central Government, Railways, M.E.S. and who have applied for registration in Gujarat State or before submitting tenders/bids. The tenders/bids of such contractors will be opened subject to the condition that they get registration certificate before issue of work-order in case they emerge as L-1 Bidder. (R & B circular No. TNC-10-2016 (FA-591-16)-02-C dated 3-9-2016).
- 3.0 **Tenderer to Inform Himself :**  
Tenderer will be deemed to have inspected the site and to have satisfied himself as to the nature of all works, all existing roads, water-way and other means of communications and access to and from the site of the work and the building that may be required for temporary purpose in connection with the construction, completion and maintenance of the works and must make his own inquiries as to work, yard sites and depot, and dumps as to acquisition of such additional sites, rates and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works and availability of water for construction activities, power, quarries and labour.
- 4.0 **Payment of Tender Fee and Earnest Money Deposit :** "Demand Draft for E.M.D. & Tender fee shall be submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that E.M.D. & tender fee are received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. & tender fee is received electronically. However for the purpose of realization of D.D. bidder shall send the D.D. in original to 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. If Tender fee and E.M.D. is not paid as shown in bid document, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. D.D. for Exemption Certificate is not necessary. However Exemption Certificate shall have to be submitted electronically through online. Any documents in supporting of tender bid shall be subitted in electronic format only through online (by scanning etc.) (R & B Circular No. ૧૨૫-૧૦૨૦૦૮-૫-૬, dated 18-1-2008 & 27-11-2008)
- 5.0 **Payment :** The tenderer must understand clearly that the rates quoted are for completed works and include all costs due to labour, scaffolding, plant, supervision, service work, power, royalties and octroi etc. and include all extras to cover the cost of night work if and when required and no claim for additional payment beyond the price/ rates quoted and accepted will be entertained and the tenderers will not be entitled subsequently to make any claim on the ground of misrepresentation or on the ground that he was supplied with information given by any person (whether the member is the employee of Public Works Department or not). Any failure on his part to obtain all necessary information for the purpose of making his tender and filling the several prices and rates therein shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.
- 6.0 **Tender Forms :** This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage, if any, to be deducted from bill. It will also state

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted Copies of the specification, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the Executive Engineer for the purpose of identification shall also be open for inspection by Contractor at the office of the Executive Engineer during office hours. However Every 'blank' in the form of the e-tender and in the Schedule and Annexures must be filled up by the tenderer and must be submitted online.

- 7.0 Quoting of Rates :-** The Tenderer shall quote the rate per unit for all items listed in Schedule B in figures as well as in words. Thereafter the system will work out the total amount of each item in Column No. 7 of Schedule B and sum-up the total at the end of column 7 on each page and on last page of Schedule B. After striking the total of all items, he may give rebate if he desires on the total amount so worked out and thereafter express in the figures as the net amount of his offer which will be termed as "Tendered Amount."
- (a) Tenderers are normally not permitted to suggest any alteration in the works specified in the tender form or in the time allowed for carrying out the work or any other conditions of any sort. However, if it is felt necessary by the tenderer to have condition he shall have to clearly mention the same in very clear terms in the appropriate section of technical bid. The tenderer will have to fill in necessary details online in "technical bid" separately. No such tender shall include more than one work but contractors who wish to tender for two or more work shall submit a separate tender for each work online.
- (b) If Price - bid contains any conditions, the same shall be rejected outright.
- (c) It should be very clearly understood by all the tenderer that the technical bid should be restricted only to technical matters and conditions/stipulations having financial implications. The technical and price bids shall contain adequate cross reference wherever necessary to ensure clear and proper correlation of them with two bids without any ambiguity what so ever. **The price bid to main tender should not be disclosed in the technical bid.**
- (d) The technical bid will be opened first online on ..... or any other suitable time thereafter by the competent tender opening authority of the Government. Bidders who wish may remain present. The technical bid shall be evaluated first and wanting details, if any, and clarifications in respect of conditions if any will be called from the tenderers. In such case, the contractor will be required to submit clarification/ details (including with respect to conditions if any) within the stipulated time allowed for the purpose. If the contractor does not furnish the wanting details / clarification in time, his tender would be liable for rejection.
- (e) The conditions specified in technical bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumption, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form starting (a) Sr. No. (b) Description of the condition (c) Financial evaluation (vide R & B D.G.R. No./TNC/ 7777/281-C Dated 30/9/92) (d) ceiling amount to be added in price - bid in case condition is not accepted.
- (f) Ceiling amount shall be binding on the contractors and are liable to be added to the tender amount.
- (g) The evaluation as given by the contractors as modified by tender opening authority with the ceiling limit will then be intimated to all bidders. No further opportunity shall be given to the contractor to modify withdraw condition at that stage. After completion of evaluation of the technical bid in all respects the competent authority will decide about date of opening of price - bid and the same will be intimated to the bidders. After opening of price bid and their evaluation the tender inviting authority reserves the right to negotiate about the tender (s) further with any or all the contractors.
- 8.0 Earnest Money :** Earnest money in specified form @ 1% of the estimated cost must be sent as specified in instruction No.4 preceding electronically. Tenderer may pay earnest money upto Rs. 50,000 in the form of crossed demand draft or fixed deposit or fixed deposit-at-call receipts with a validity period of not less than six months of Nationalised or Scheduled bank of Narmada Shrinidhi F.D. Rs. drawn in favor of Executive Engineer Divisional officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & BD G. R. No. TNC/1 090/100) (4)-C, dated 4-11-2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalised Bank or other banks approved for Government business only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less than 6 months of the nationalised or Scheduled or Narmada / Shrinidhi F.D.Rs.

The Contractors who have secured exemption certificate for payment of earnest money by depositing Lump Sum

earnest money Deposit need not pay earnest money, but produce the certified copy of the exemption certificate along with the tender electronically. If the contractor does not remit the tender fee & the earnest money within the specified time his registration will be held in abeyance for one year & his tendering code will be cancelled for one year.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited and such tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc.-1097-90-1091/97-Z/ C dated 4-10-97 & Parach-10-2008-5C Part file dtd. 27-11-2008).

Signature of the contractor :

કર્તાકર્તાની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

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

### BANK GUARANTEE

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

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

- 8.2 The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender not supported with tender fee. Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.
- 8.3 The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.
- 8.4 Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R.B.D G R. No Misc. 1097-90-1091-97-Z/C dated 4-10-97)
- 9.0 Accompaniments of Tender : (to be submitted in electronic format only through on line (by scanning) as duly certified true copies)  
The contractor shall have to furnish:
  - (i) Demand Draft of Tender fee and Earnest Money or Earnest Money Exemption Certificate.
  - (ii) Copy of Partnership Deed or Memorandum as well as Articles of Association in case of the company and intimate permanent addresses of his partners/ Directors of Company, All copies submitted shall be duly attested.
  - (iii) Copies of certificate regarding previous experience, as required
  - (iv) Declaration showing all works completed during preceding 5 years and works on hand with the Contractor and the value of works that remained to be executed in each case.
  - (v) A certificate of Registration as approved contractor of prescribed category From authorities stipulated in Notice Inviting Tenders.
  - (vi) P.A.N. issued by Income Tax department.
  - (vii) Copy of Provident Fund Registration - Code no.
  - (viii) Duly filled in and digitally signed declaration form as provided after as last item of section - 1 & memorandum duly filled in & digitally signed as given in section -2.
  - (ix) A solvency certificate of an Amount of 20% (Twenty percent) of estimated cost put to tender will have to be produced along with tender. It shall be of Scheduled Bank or Nationalised Bank or Bank Approved for Government business. Solvency Certificate shall have validity of same calendar year as that of date in which tender is issued.
  - (x) Required Annexures duly filled in when prequalification is involved
- Required documents are to be submitted in electronic format only as part of tender document failing which the tender will be rejected outright and will be considered as NON-RESPONSIVE
- 10.0 Tender liable to be Invalid :  
It may please be noted that the tender is liable to be considered invalid especially, if the requirements as per Instruction No. (1) to (9) above are not complied with.
- 11.0 Right of rejection of tenders.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

## GBS

- (i) Right is reserved by the Tender inviting Authority to reject any or all tender(s) without assigning any reason thereof
- (ii) In addition to the above the tender will also be liable to be rejected outright if :
- The tenderer proposes any alteration in the work specified or in the time allowed for carrying out the work or in any condition.
  - The tenderer or in the case of a firm, each partner or the person holding the power of attorney thereof does not digitally sign section-2 or signature/s is/are not attested by a witness
  - Any person who submits a tender shall fill forms online including the rates quoted for tender No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each work online.
  - If the tenderer adopts unhealthy / mal practice / corrupt practice for securing and performing contract.

**12.0 Method of Tendering :**

- 12.1 If the tender is made by an individual, it shall be digitally signed by the proprietor above his full name and the full name and current address.
- 12.2 If the tender is made by a proprietary firm, it shall be digitally signed by the proprietor above his full name and current name of his firm with its current address.
- 12.3 If the tender is made by a firm of partnership, it shall be digitally signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be provided in physical form along with other documents. A certified copy of the partnership deed, full name and current address of the firm and full names and the current addresses of all the partners of the firm shall also be provided along with other documents
- 12.4 If the tender is made by a limited company or a limited corporation, it shall be digitally signed by a duly authorised person holding digital certificate for the company / corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately in physical form along with other documents such limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 12.5 All digital signatures in the tender document shall be dated.

**13.0 Eligibility and qualification requirement :**

- To establish acceptability of the offer to the satisfaction of tender inviting authority the tenderer shall provide the following:
- 13.1 Details of plant and machinery immediately available with tenderer for use on the works
- 13.2 Details of plant and machinery proposed to be procured for the work.
- 13.3 Details of technical, supervisory and administrative personnel already employed by the tenderer that he proposed to utilize for this work and such other personnel he proposes to employ further for this work.
- 13.4 Copies of registration certificate and P.A.N allotted by income Tax office.
- 13.5 Separate notes in sufficient details on each of the following:
- Method and technique of construction.
  - Sequence of execution of various important components of the work.
  - Cash - flow arrangement.

**14.0 Deviation or modification in tender documents :**

- 14.1 All tenderers are cautioned that tender containing any condition and or deviation from the contractual terms and conditions, specifications, quoting offering rates/prices in different manner than specified in the tender and/or any other requirements of tender shall make the tender liable for outright rejection shall be considered as non-responsive for all practical purposes. The decision of the tender inviting authority in this regard shall be final and binding to the tenderer.
- 14.2 Alternative tenderer are not acceptable.

**15.0 Submission of tender**

- 15.1 Tender shall be submitted in an online manner only on website [www.rnb.nprocure.com](http://www.rnb.nprocure.com).  
Last date & time of online submission \_\_\_\_\_
- 15.2 Tender fee, EMD and other documents should be submitted in electronic format only through on line (by scanning) while uploading the bid. However the purpose of realisation of D.D. the bidder shall send the D.D. in original to 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 seven days from of last date of opening. If tender fee and E.M.D. is not actually paid as shown in bid documents, action to hold his registration in abeyance shall be taken and his E-tendering Code will be cancelled for one year. R.&B.D. Circular No. 424-102002-2, dated 18-1-2008 & 27-11-08)

**16.0 Evaluation of Tenders :**

- 16.1 Technical evaluation will be made of the tenderers proposed method and technique of construction, construction programme, sequence of components of the work proposed resources assigned to do the work to determine the acceptability, adequacy and reasonability of rates, his past performance and present resourcefulness.
- 16.2 To assist in the examination, evaluation and comparison of tender, the tender inviting authority may ask tenderer individually for clarification of their tenders including breakdown of unit rates. The request for clarification and response shall be in writing but no change in substance of the tender shall be sought, offered or permitted at that stage.
- 16.3 Award may be made to the tenderer whose responsive tender is determined to be the lowest evaluated tender and who meets the appropriate standards of capacity and financial resources.

Signature of the contractor :

કંટ્રાક્ટરની સહી :

Signature of the Executive Engineer :

કાર્યપાલક ઈજનેરની સહી :

GBS

- 17.0 **Receipt of payments :** Receipt of payment made on account of any work, when executed by a firm shall be signed by all the partners except where the contractors are described in their tender as firm in which case the receipt shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipt for the firm.
- 18.0 **Opening of tenders :** The Authorized officer / competent authority shall open tender online on website [www.rnb.nprocure.com](http://www.rnb.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 specifications and other documents mentioned in his tender.
- 19.0 **General rules and directions :**
- 19.1 No receipt for any payment made by a contractor will be entertained by the Government in regard to any matter relating to this tender or the contract shall be valid and binding on the Employer unless it is signed by the Authorized staff members of the government.
- 19.2 All works shall be measured net by standard measure and according to the rules and customs of the R & B Water Resources Department or any other method approved by the R & B Water Resources Department without reference to any local custom. The measurement of work will be taken according to the usual method in use in Roads & Building department and no proposal to adopt alternative method will be accepted. The Executive Engineer's decision as to what is the usual method in use in Roads & Building department will be final.
- 19.3 In the event of any error or discrepancy in write up of tender documents the contractor will not take any undue advantage of such error or discrepancy and Engineer-in-charge shall have powers to interpret and decide correct meaning of contradictory erroneous writing.
- 19.4 The contractor shall not be permitted to tender for the work in which his near relative is working as the officer in the sphere of his jurisdiction in the tender inviting authority.
- Note: By term "near relative" is meant wife, husband, parents, children, brothers, sisters, uncles, aunts, cousins, and in-laws.
- 19.5 The contractor should compulsorily furnish his latest address(es) including the latest address of his partners and the place(s) of filing his / their income tax returns along with the tender. Any changes, in such addresses, during the tender of contract should invariably and forthwith be intimated by the Contractor to the Executive Engineer,
- 20.0 **Submission of additional information / documents :**
- In addition to various specified documents and information required to be submitted along with tender, the bidder may be required to provide any other document / relevant information as considered necessary by the tender inviting authority and the tenderer shall be required to provide the same as per the requirement of the tender inviting authority. Even the successful bidder may be required to provide the same and when required by the authority during subsistence of the contract.
- 21.0 **Bank :** Wherever the word "Bank" is used in this document, it would mean schedule or Nationalised Bank or other banks approved for Government business only. (R & B.D.G.R. No./TNC/1090/100-(4) (c) dated 27/9/2002)
- 22.0 **Tender validity period :** The tender for the work shall remain open for 120 days counted from the date of opening of technical-bids on line tenders. Upto this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the Government (Public Works Department) then the Government shall without prejudice to any right remedy be at liberty to forfeit in full the said earnest money absolutely. In this connection G.R. R & BD No. TNC-IIB-22 (10)-C, dated 24-5-90 and G.R. No. TNC-10-2013(02)-C dated 10-5-2013) should be referred to.
- 23.0 The successful contractor shall exhibit the board in prominent place of work site showing the brief details of project work under execution, financier, cost of work and broad details of inputs / specifications and targetted goals. (R & B.D. GRs Nos. TNC -1090 - 24 - C dated 18/11/1991, 17/8/02 and 25/10/02)
- 24.0 The contractor will not use the premises of project / work under construction for his staff, labourers or for any other purpose. If he do so market rent for such unauthorised used will be recovered. The marker rent will be

Signature of the contractor :

કર્તાલક્ષ્મી સહી :

Signature of the Executive Engineer :

કાર્યાલયક ઇજનેરની સહી :