

BHAVNAGAR MUNICIPAL CORPORATION		
Notice Inviting On -Line Tender		
Tendar Notice No.- BUILDING/Plot/ 2023-24		
Department Name	:-	Building Department
IFB No.	:-	BUILDING / Plot/ 2023-24
Name of Project	:-	SJMMSVY 2023-2024 :
Name of Work	:-	CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK, PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP SCHEME OF TARASAMIYA, BHAVNAGAR
Estimated Contract Value (INR)	:-	₹ 2,39,46,000.00
Class of Registration required	:-	Class "B" and ABOVE
Period of Completion (in month )	:-	12 (TWELVE )
Bid Call (Nos)	:-	Open ( PERCENTAGE Rate Tender)
Tender Currency Type	:-	Single
Tender Currency Settings	:-	Indian Rupee (INR)
Joint Venture	:-	N.A.
Rebate	:-	N.A.
<b>Amount Details</b>		
Bid Document Fee	:-	Rs.3600 /- (Rs. Two Thousand Four Hundred Only)
Bid Document Fee Payable To	:-	Commissioner, Municipal Corporation, Bhavnagar
Bid Security / EMD (INR)	:-	Rs. 2,40,000/- (Rs.Two Lacs Forty Thousands Only)
Bid Security / EMD in favour of	:-	Commissioner, Municipal Corporation, Bhavnagar
<b>Tender Dates</b>		
Bid Document Downloading Start Date	:-	01-08-2024
Bid Document Downloading End Date	:-	22-08-2024
Pre Bid Meeting	:-	No
Last Date & Time of Receipt of Bid (Submission Of Bid)	:-	22-08-2024, 18:00 PM
Bid Validity Period	:-	180 Days
Remarks	:-	CLASS OF REGISTRATION REQUIRED FOR BIDDER MUST BE "B " AND ABOVE. Demand Draft for tender fee & Emd shall be submitted in Electronic Formate through online scanning alongwith all the supporting documents such as Registration, Bank Solvency Certificate etc. while uploading the bid. Offer of those will be opened whose EMD & Tender fee is received electronically alongwith the bids. however for the purpose of realization of Demand Draft bidder shall send them in original alongwith all the required documents mentioned in the tender documents through RPAD/Speed post/Reg AD so as they reach to the office of Exe. Engg. - Building Dept. Bhavnagar Municipal Corporation during office hours before 27-08-2024, 17:00 pm. Penaltative action shall identinitiated for not submitting the supporting documents in original to E.E. by bidder. Hard copy will not be accepted and considered.Successfull Bids (Preliminary & Technical Bid), if possible will be opened on the 28-08-2024, 11:00 am at the City Engineer's office -BMC.
Bid Opening Date	:-	28-08-2024 , 11:00 AM (if convenient )
<b>Other Details</b>		
Officer Inviting Bids	:-	Executive Engineer, Building Department,Municipal Corporation,Bhavnagar
Bid Opening Authority Members in committee	:-	(1) Executive Engineer (2) City Engineer (3) Chief Accountant (4) Chief Auditor

Address	:-	Office of The Executive Engineer, 2nd floor, BMC central office, Building Department, Bhavnagar Municipal Office , Bhavnagar- 364001.
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### **E-tendering relate instructions**

- (1) Bidders can download the tender document free of cost from the website. [www.tender.nprocure.com](http://www.tender.nprocure.com)
- (2) Bidders have to submit Technical bid as well as Price bid in Electronic for only on [www.tender.nprocure.com](http://www.tender.nprocure.com) website till the Last Date & time for submission.
- (3) Offers in physical form will not be accepted in any case.
- (4) Free vendor training camp will be organized every Saturday between 4.00 to 5.00 p.m. at (n)code solutions - A Division of GNFC Ltd., Bidders are requested to take benefit of the same.

All bids should be digitally signed, for details regarding digital signature certificate related training involved, kindly, contact the below mentioned address.

(n) Code Solutions A Division of GNFC Ltd.

403, GNFC Infotower, Bodakdev,

Ahmedabad - 380 054 (India)

Tel. +91 79 26854511/12/13 (EXT :501,512,516,525) +91 79 26857316/17/18 (EXT :501,512,516,525)

Fax. +91 79 26857321, 40007533

E-mail : [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

Web-site : [www.tender.nprocure.com](http://www.tender.nprocure.com)

Toll Free : 1800-233-1010 (EXT :501,512,516,525)

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**BHAVNAGAR MUNICIPAL CORPORATION**

**EXECUTIVE ENGINEER**

**BUILDING DEPARTMENT**

**BHAVNAGAR MUNICIPAL CORPORATION**

**BHAVNAGAR**

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

**SECTION- II**

**PRE QUALIFICATION DATA SHEET**

**(FORM A To K)**

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

### **PRE-QUALIFICATION DATA SHEET**

- The firm (bidder) shall have registration in **B-class** building category in State of Gujarat or equivalent in other states, or equivalent in class in Central Government.
- Employee Provident fund number is a must.

#### **NOTE:**

- If bidders have any technical query regarding work then, bidders have to submit the same well in advance at least before 3 days from the date of pre bid meeting.
- Consortium, JV, Association or collaboration is not allowed.
- **Copy of 3A certificate or experience certificate provided by officer not below rank of Executive Engineer or it's equivalent for the experience criteria . The work order/notification for award of work are the supplementary optional documents.**
- Submission of adequate proof of completion is mandatory requirement, which establishes that the work under reference has been completed.
- In case these mandatory documents are not enclosed such work shall not be considered in evaluation for meeting the experience criteria.
- All supporting documents pertaining to experience criteria as evidence shall be notarized.

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

Details to be submitted by the tenderer  
Tenderer is requested to submit following details to qualify in Technical Bid

**Form A**

Sr. No.	Item	Details
01	Name and address of Company	
02	Phone no	
	Mobile no	
	Fax no	
	Email ID, Website	
03	Name of Concerned Person	
04	Whether Proprietorship/ partnership/ Pvt Ltd/ Limited co or any other	
05	Number of years of experience in construction / field of similar nature of work - to be attached in technical documents	
06	Income tax PAN registration No copy (copy to be enclosed)	
07	Please confirm on awarding of the work you will take the registration certificate as per statutory requirement under contract labor laws.	
08	Tax no. details VAT (state sales tax) No – copy to be attached in technical documents	
09	Central Sales Tax CST No (copy to be attached)	
10	Service Tax No. (copy to be attached)	
11	Provident Fund Registration Number – Copy to be attached	
12	Registration certificate copy with minimum 'A' Class – Building works in the state of Gujarat or equivalent class in other state or CPWD (copy to be attached)	
13	Liquidated Damages clause – Accepted Liquidated damages for the work delayed/non completion/ non performance of works will be imposed as mentioned in Technical Bid 1	
14	Prices/Charges – Accepted Prices / Charges should be firm and fixed till the completion of work. <b>Quoted price includes all</b>	

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

	<b>man power, required material, safety measures, PF Contribution, all taxes, and Cess, labor cess, other applicable levies etc <b>excluding GST.</b></b>  <b>No price increase will be allowed during tenure of contract due to any reason</b>	
15	Payment terms - accepted	
16	I T and other taxes deduction – Agree Taxes will be deducted as per prevailing government rules from the monthly bill	
17	Validity of offer - Accepted	
18	Work completion period as per price schedule - accepted	
19	Deviation sheet attached Deviation sheet to be attached by the bidder mentioning any deviation in technical & commercial. If there is no deviation then with no deviation sheet, submitted on letter head of the bidders	
20	Declaration sheet 1 & 2 – Attached Declarations in prescribed format on letter head of the bidder.	

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

### Form B

Sr. No.	Item	Details		
01	<p>Latest copy of solvency certificate issued on or after 1<sup>st</sup> April 2024 may be accepted and same should be issued by Nationalized bank or <b>scheduled Bank for amount not less than Rs. 45 lakhs</b></p> <p>Name of Banker</p> <p>Full address</p> <p>Phone no.</p> <p>Fax no.</p>			
02	<p>Turnover during last three years:</p> <p>Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost. Proof for the same from registered chartered accountant shall have to be produced.</p>	<p>Year</p> <p>2021-22</p> <p>2022-23</p> <p>2023-24</p>	<p>Turn over in Rs.</p>	<p>Profit after tax in Rs.</p>
03	<p>Name of company for whom work carried out during last five years with copy of orders and satisfactory job completion certificates which should match with criteria mentioned in 02</p>	<p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p>		
Sr no.	Name of client / Nature of work	Work order no	Date of commencement and completion	Value in Rs.

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

04	Details / list of equipment/ tools, tackles related to above work, site mentioned and certified on your letter head. All required tools, tackles, can be made available at Bhavnagar Municipal Corporation work site – to be attached in technical documents			
05	Details / list of numbers of employees, supervisory, office administration side, skilled and semi skilled worker, to be proposed to be deployed for this work site mentioned and certified on contractors letterhead to be attached in technical documents			

Note:

- 1) Decision of the Management Authority/**Commissioner**, Bhavnagar Municipal Corporation regarding the technical qualification is final and binding to the tenderer and no correspondence will be entertained in this regards thereafter.
- 2) It is desirable to furnish all information with necessary documents.
- 3) The above details supported by last financial year balance sheet / profit & loss account etc must be audited by the chartered accountant.
- 4) The above information shall be supported with necessary documents otherwise, the same shall be treated as null & void.



Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

### Form C

#### DETAILS OF PERSONEEL WITH THE APPLICANT (ON ROLL)

Name of applicant:

Sr no	Description	On applicants payroll
1	Project Manager	
2	Site Engineer	
3	Number of Engineering Graduates a) Design b) Construction supervision c) Electrical engineer	
4	Number of administrative graduates	
5	Number of skilled employees	
6	Number of unskilled employees	
7	In case of personnel at sr. no 1 to 4 please give name, qualification, present position, professional experience and linguistic ability	
	The certified copy of qualification with an affidavit on stamp paper stating their appointment in the firm shall have to be attached with the annexure	
	The above information shall be supported with necessary documents otherwise the same shall be treated as null & void	

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SEAL & SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**Form D**

**DETAILS OF PERSONNEL TO BE DEPLOYED ON THIS PROJECT BY BIDDER**

Name of applicant:

Sr. no	Description	Qualification	Minimum requirements		Yes/No
			Number	Experience in building works	
1	2	3	4	5	6
1	Project Manager	B E Civil	1	6 year experience (5 years on building construction)	
2	Site Engineer/ Material & quality control engineer	B E Civil/	1	3 year experience (2 years on building construction)	

Note:

Availability for this work of project manager having degree in civil engineering with at least ten years of experience including at least five years in building construction works and a material & quality control engineer having degree/diploma in civil engineering with at least five years building construction experience.

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SEAL & SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**Form E**

**PLANT & EQUIPMENTS PROPOSED TO BE DEPLOYED BY THE APPLICANT FOR USE ON THE BUILDING WORK**

Sr no	Name of equipment	Total requirement			Equipment on hand			Equipment to be procured		
		No of units for the projects	Type and make	capacity			No of units for the project	Type and make	capacity	
1	2	3	4	5	1	2	3	4	5	
1	Fully Automatic concrete batching plant of 15Cmt/Hr of minimum capacity	-								
2	Mobile Concrete mixer with minimum 3 bag weight batcher	1 no								
3	JCB or excavator	1 nos								
4	Goods cum lift of minimum 300 kg capacity	1 nos								
5	Shuttering (steel form work)	600 sq mt								
6	Steel props with accessories	200 nos								
7	Vibrator (needle) + Surface vibrator (operating with electricity or diesel)	2 nos								
8	Water tanker	1 nos								
9	Trucks	1 nos								

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

	/dumpers with capacity not less than 5 Cu Mt									
10	Standard Testing Laboratory (as prescribed)	-								
11	Pump & Motor	1 set								
12	Generator	1 set								
13	Theodolite & Total station with allied surveying equipments	1 set								

Note:

- 1) The above information may be furnished for each machinery and equipment listed here with
- 2) The location of machinery would be furnished in detail, i.e. (1) site of work (2) own workshop (3) other places
- 3) ~~The documents regarding ownership of machinery/equipment etc and self attested copies of hire purchase agreement if it must be enclosed and for to be procured the copy work order placed shall be furnished. If leased indicate the date when the current lease expires.~~
- 4) ~~Describe the fabrication and workshop facilities (a) to be set up at site (b) to the sub contracted locally (c) to be set up any other place with relevant details.~~
- 5) The above information shall be supported with necessary documents otherwise, the same shall be treated as null and void.

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SEAL & SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**Form F**

**EXISTING COMMITMENT AND ON GOING WORK**

Give information about relevant (building works) as well as other works in progress including those where the company has received a letter of intent but a formal contract has not yet been awarded.

Employer	
Engineer responsible for supervision	
Location and description of building works	
Value of contract	
Cost of work executed as on date of bid	
Remaining work to be executed as on date of this bid	
Percentage of financial completion and cost	
Date of work order	
Stipulated date of completion of work	
Likely date of completion	
Reason for slow progress if any	

Note: Non disclosure of any information in the above will result in disqualification of the bidder

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SEAL & SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**Form G**

**EXPERIENCE IN RELEVANT (BUILDING WORKS) PROJECTS COMPLETED**

Please furnish information about relevant project (Building works) completed over the past five years

Employer	
Engineer responsible for supervision	
Location and description of building works	
Value of contract	
Cost of work executed as on date of bid	
Remaining work to be executed as on date of this bid	
Percentage of financial completion and cost	
Date of work order	
Stipulated date of completion of work	
Likely date of completion	
Reason for slow progress if any	

Note: Non disclosure of any information in the above will result in disqualification of the bidder

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SEAL & SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**Form H**

**ADDITIONAL INFORMATION**

**CONTRACT**

**COMPANY**

**EXPERIENCE**

Summary of experience of company in the Neighborhood project and / or neighboring states

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**FORM I**  
**DETAILS OF LITIGATION**

Name of applicant / or parties:

Applicant should provide information on any History or litigation or arbitration resulting from contracts executed in last seven years or currently under execution.

Years	Award for /or against applicant	Name of client, cause of litigation and matter of dispute	Disputed amount in rupees
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Note: The above information shall be supported with necessary documents otherwise the same shall be treated as null & void. If the information is to be furnished in this Annexure will not be given and **come to the notice subsequently will result in disqualification of bidder**. If no information is there to be provided then it should be marked as 'Nil' (submission is **mandatory**).

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SEAL AND SIGNATURE OF BIDDER



Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**FORM J**  
**ADDITIONAL INFORMATION**

(The applicant can add here any further information relevant to the evaluation of their prequalification bid)

NOTE: The above information shall be supported with necessary documents otherwise the same shall be treated as null and void.

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SEAL AND SIGNATURE OF BIDDER

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**FORM K**  
**DETAILS OF SIMILAR WORK COMPLETED**

1	Name of contractor	
2	Name of work	
3	Estimated cost of work put to tender	
4	Revised estimated cost	
5	Tender amount	
6	Date of starting the work	
7	Date of completion of work (as per contract agreement)	
8	Actual date of the completion of work	
9	Amount of the completed work done	
10	State whether the details as above given by the contractor are correct if not state as to what is the correct information	
11	State whether the contractor has executed the work in progress. Satisfactory as per specification if not give the correct position of the work	

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

12	Period rate & amount of compensation if levied	
13	Period of extension granted if any	
14	Reason for delay, granted if any	
15	Any other remarks: particulars of work Completed	

Note :

1. Decision of the Management regarding the technical qualification in final and binding to the tenderer and no correspondence will be entertained in this regards there after.
2. Only one authorized representative of the tenderer will be allowed to remain present at the time of opening the technical / price bid. Authorized representative must come with his company's letter and with attested signature of the representative recommending him to allow remaining present at the time of opening the respective bid, failing which no representative will be allowed to remain present at the time of opening the bid.
3. Any tender without EMD will be outright rejected.
4. Tender is in two bid system, i.e. Technical Bid and Price Bid. First the technical bid will be opened on the date of opening of the tender in the presence of the tenderer. The same will be scrutinized by the Bhavnagar Municipal Corporation and price bid will be opened only for those tenderers, who qualify themselves in Technical Bid. However, technically qualified tenderer will be informed regarding the date time for the opening of price bid by Fax / email.

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**-:SPECIAL CONDITIONS:-**

1. A certificate in Form no 3A of the Compitant Officer rank not less than Executive Engineer regarding completing a similar nature of work shall have to be produce by the bidder and the same shall be scanned and uploaded along with the bid at the time of submitting bid and with submission of hard copy. A tender without the certificate shall be considered non responsive and will not be opened.
2. For this contract in form B-2 the Government means Bhavnagar Municipal Corporation, Bhavnagar AND Superintending Engineer means City Engineer.
3. The Bank guarantee for the Security deposit shall be submitted for the period of **completion time limit plus three month.**
4. 1% from every running bill shall be deducted towards labor cess.
5. 2.5% of every running bill shall be deducted as retention money and will be refunded at the time of final bill on production of certificate regarding satisfactorily completion of the work by the Engineer in charge.
6. The time for completion of the project shall be **12 month from the issue of LOI**
7. The defect liability period for the project shall be **one year** from the work completion certificate issued by Engineer in charge
8. For the Electrical work the contractor shall have to prepare and submit complete electric wiring and installation diagram and submit the same for approval; on the approval the work shall be carried out accordingly.
9. The cost of the permanent electric power connection shall be borne by the Corporation; however the contractor shall liason for release of connection. The authority will extend every support for the application as well as to produce and submit the documents necessary for approval.
10. The contractor shall have to follow test schedule as per relevant IS standard even if not specify otherwise in the tender, at his own cost.

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

11. Existing structure, building and all items within have to be protected from all damage. No extra amount will be paid for the same. At the time of hand over of the building - all its parts like flooring, switch boards, electric fixtures, hardware, toilets etc (mentioned herewith or not) will be checked and have to be in the same condition as at the start of the work. Responsibility or any damage and making it good will rest with the contractor.
12. Electricity and construction water :- Contractor should put his own electric meter for power and arrange his own water for construction, and bear all charges for the same.
13. The bidder to note the following qualifying criteria for bidding.

*For Civil/Electro-mech Works*

*i) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost. Proof for the same from registered chartered accountant shall have to be produced.*

*ii) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -*

*a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.*

**or**

*b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost.*

**or**

*c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.*

*iii) Definition of "similar work" means the building civil work with landscape work.*

Signature of Agency

Executive Engineer,  
Building Department,  
Bhavnagar Municipal Corporation,  
Bhavnagar

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**BHAVNAGAR MUNICIPAL CORPORATION**

**EXECUTIVE ENGINEER  
BUILDING DEPARTMENT  
BHAVNAGAR MUNICIPAL CORPORATION  
BHAVNAGAR**

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

**SECTION- III**

**COMMERCIAL BID**

**FORM B-2**

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

**FORM B-2**  
**BHAVNAGAR MUNICIPAL CORPORATION**

**NAME OF WORK:**

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

Issued to:- \_\_\_\_\_  
\_\_\_\_\_

**OPENED BY**

**ON ( DATE )**

## **MEMORANDUM OF WORKS IN BRIEF**

Name of work :

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

2. Estimated Cost : **Rs 2,39,46,000/-**
3. Earnest Money : **Rs 2,40,000/-**
4. Validity period of tender offered **180 days from the stipulated date of receiving of the tender but no modification shall be allowed after the last submission date of tender.**

5. Security Deposit

**The bidder shall have to pay 10% security deposit at the time of agreement, out of which 5% shall be in form of Bank guarantee of Scheduled bank, 2.5% in the form of FDR addressed to The Commissioner, Bhavnagar Municipal Corporation and remaining 2.5% shall be deducted from every running bill as retention money. The retention money so deducted will be refunded along with the final bill upon successful completion of the project and submission of certificate to EIC. The 7.5% SD will be converted in the performance security and shall be released at the end of the defect liability period and on production of certificate of EIC**

6. Time allowed for completion of the work : **12 months (from the L.O.A)**

7. Other details

( I ) The tender must be submitted to EXECUTIVE ENGINEER, BUILDING  
DEPARTMENT , BHAVNAGAR  
MUNICIPAL CORPORATION,  
BHAVNAGAR by e-submission as  
per the schedule mentioned in the



tender notice

- ( ii ) Mode of Sending the tender : as mentioned in the tender notice
- ( iii ) Description essential to be NA  
made on sealed cover :
- ( iv ) Mode of quoting rate : Figures as well as in words in  
Schedule"B"

**T E N D E R**

**Date:** \_\_\_\_\_

**To,  
Executive Engineer,  
Building Department,  
Bhavnagar municipal Corporation,  
BHAVNAGAR.**

Dear Sir,  
We hereby offer to execute the proposed work of

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

Under item contract at the respective rates as mentioned in the accompanying schedule of quantities.

We have studied the site and have read the terms and conditions of work, drawings, special conditions, articles of agreement, conditions of contracts and specifications.

We agree to finish the entire work within **12 (Twelve)** months from the date of L.O.A (**letter of acceptance**) of work.

We have deposited as earnest money a sum of **Rs.** \_\_\_\_\_ with you, which amount is not to bear any interest and we do hereby agree that this sum shall be forfeited by you if we fail to execute the contract when called upon to do so, in the event of your accepting our tender.

Yours faithfully,

Name in capital letters

: \_\_\_\_\_

Name of firm

: \_\_\_\_\_

Name of directors

: \_\_\_\_\_

Name of partners

: \_\_\_\_\_

TENDER TO BE SUBMITTED BY e-submission as mentioned in the tender notice

**Article of Agreement**

This Articles of Agreement is made on the \_\_\_\_ day of \_\_\_\_ 2024 between The Executive Engineer, Building Department, Bhavnagar Municipal Corporation, Bhavnagar.( here in after called " The Owner " )

On one part an \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Whose registered office is situated at

\_\_\_\_\_

(here in after called "The Contractor") of the other part

WHEREAS the owner is desirous of constructing **CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK, PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP SCHEME OF TARASAMIYA, BHAVNAGAR**

(here in after called "The Work") at **Tarasamiya**, Bhavnagar, and has caused Drawings and Bills of Quantities showing and describing the work to be done and prepared by and under the direction of EIC and whereas the Contractor has supplied the owner with a full priced copy of said Bills of Quantities (which copy is here in after referred to as "the Contract Bills")and whereas the said Drawings (here in after referred to as "the Contract Drawings")and the Contract Bills have been signed by or on behalf of the parties here to: and whereas the Contractor has

deposited the sum of **Rs.** \_\_\_\_\_ with the Owner for the due performance of this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS :**

1. For the consideration here in after mentioned the Contract will upon and subject to the conditions annexed carry out and complete the work shown upon the contract drawings and described by or referred to in the Contract Bills and in the said conditions.
  2. The Owner will pay the Contractor the sum as per the contract (here in after referred to as "the Contract Sum") or such other sum as shall become payable here under at the times as in the manner specified in the said conditions.
  3. The term "The Architect " in Conditions shall mean the said Empanneled Architect of BMC deployed by BMC for this work Contract.
  2. The said condition and appendix there to shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements on their parts respectively in such conditions contained.
- AS WITNESS the hands of the said Parties.

Signed by the said  
in the presence of

Owner

Witness : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

Signed by the said Contractor.

Witness : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

**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

**CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK,  
PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP  
SCHEME OF TARASAMIYA, BHAVNAGAR**

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 Tendere up to total rupees \_\_\_\_\_ in words) Rs. \_\_\_\_\_ (in figures) and we undertake to pay to The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar Up to 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 form all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during it currency except with the previous consent of, The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar in writing.
4. We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer of of the Bank.

**Date**

**Signature & Seal of**

**Guarantor** \_\_\_\_\_

**BankAddress** \_\_\_\_\_

5. The contractor shall have to furnish PAN and intimate I.T. ward under which he is accessed.
6. Copies of certificated as regards previous experience, if any, must accompany the tender.

7. Declaration showing all works on hand with the Contractor and the value of works that remains to be executed in each case must accompany the tender.
8. All pages of Schedule 'A' and 'B' and specifications should be initialed by the Contractor.
9. All corrections, erasures and overwriting should be initialed by the Contractor.

**10. Discrepancies and adjustment of Errors :**

Any error in quantity or amount in Schedule 'B' showing items of work to be carried out 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 rates column, the description in words shall prevail.
  - (b) In the event of an error occurring in the 'amount' column of the Schedule 'B' showing items of work, 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 'amount' column in carrying forward totals shall be corrected.
  - (d) Any rounding of amount against "items" or in "totals" shall be ignored.
- P

The tendered sum so altered shall for the purpose of the tender be substituted for the sum originally tendered and considered for acceptance.

- 10.(i) It may please be noted that the tender will be considered as invalid, especially, if the requirements as per instruction No. 1 to 10 above are not complied with before submitting the tender. Also please read carefully the face sheet and 'General Rules and Directions for the guidance of contractor's of this form.

(ii) Right is reserved to reject any or all tender(s) without assigning any reason(s) therefore.

10-A The tender documents shall have to be filled in either ink or by ball pen.

11. In addition to the above, the tender will also be liable to be rejected 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 in any code or mode of Schedule 'B' or specifications.

any of the page of the tender is/are removed or replaced.

- (ii) all corrections, additions or pasted slips are not initialed by the tenderer.

- (iii) 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 signature is/are not attested by a witness on page 15 of the tender in the space provided for the purpose.
11. A certificate of registration as approved contractor should be attached with tender.



## DECLARATION FORM

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

### DECLARATION CERTIFICATE

**(G.R. date 4-2-89 as revised by GR. No. TNC – 1083/6681/4/C, dated 31-8-1994).**

- (iii) I/We hereby declare that my/our near relative are not working in this BHAVNAGAR MUNICIPAL CORPORATION or in its INSTITUTE as an Ex. Engineer, Deputy Executive Engineer, Assistant Engineer, Additional Assistant Engineer, overseer, Divisional Accountant, Store Keeper,

### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of the The Executive Engineer, Building Department, Bhavnagar Municipal Corporation, Bhavnagar. and signed by the EXECUTIVE ENGINEER This form will state work to be carried out as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be paid by the successful tenderer and percentage. If any, to be deducted from bill. It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimated rates, and any other documents required in connection with work which shall be signed by the The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar for the purpose of identification shall also be open for inspection by Contractor at the office of the Executive Engineer during office hours.  
Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Governor of Gujarat, such specifications with designs and drawing shall form part of the accepted tender.
2. In the event of the tender being submitted by a firm. It must be signed separated by each partner thereof or in event of the absence of any partner it shall be signed on his behalf by person holding a power of attorney authorizing him to do so. Details of partners will be furnished in Annexure-I along with the copy of partnership deed.
3. Receipts for payment made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are

described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each item of the work. Tender which proposes any alteration in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort, will be liable to rejection. 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, Tender shall have the name and the number of the work(to which they refer)written outside the envelope.

**OR**

**The following rule shall apply only to the works having estimated cost of Rs. 100 lacs(Rupees One hundred lacs) and above.(G.R., R & B.D No. TNC -1777-281-C,dated 30-7-1992)**

**(a)** It is not desirable to make any alteration in the works specified in the said tender form of

invitation to tender 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 any conditions, he shall have to submit a sealed cover containing two separate covers for 'technical bid' and 'price-bid'duly superscribed on the sealed cover. No such 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. Tender shall have the type of bid and the name of the work(to which they refer)written outside the envelopes as under.:

**(i) Technical bid** for the work of **CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK, PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP SCHEME OF TARASAMIYA, BHAVNAGAR**

**(i) Price bid** for the work of **PROPOSED CONSTRUCTION WORK OF COMPOUND WALL, TOILET BLOCK, PLANTATION, CARETAKER ROOM ETC FACILITY AT FP NO. 53,55 TP SCHEME OF TARASAMIYA, BHAVNAGAR**

**(b)**If any price bid contains any conditions the same shall have to be rejected outright. Document of payment of earnest money should accompany the technical bid cover.

**(c)**The tenders i.e. Price-bids and technical bids in separate sealed cover duly completed as above should be submitted simultaneously by e-tendering 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 whatsoever.

**(d)**The bidders shall clearly indicate deviation(s) from specifications or the tender conditions very explicitly in the appropriate section and submit a copy of the same with technical bid. It should be very clearly understood by all tenderers that the technical bid should be restricted only to technical matters and stipulations of conditions, if any by tender having financial implications. The price of main tender should not be disclosed in the technical bid.

**(e)**The technical bid will be opened first as mentioned in the tender notice. The date and time of opening of price bids will be as mentioned in the tender notice after the technical bid proposals are opened and analyzed and all clarifications/price variations, if any obtained.

**(f)**The conditions specified in technical-bid should invariably be accompanied by proper financial evaluation with mode of calculation specifying assumptions, quantities, rate and ceiling amounts for each condition and shall also accompany the information in the form stating (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 twice-bid, on case condition is not accepted.

**(g)**Ceiling amounts shall be binding on the contractors and are liable to be added to the tender amount.

**(h)**It is necessary that the contractor or his authorized representative remains present at the time of opening of technical-bid as specified in (e) above, so that wanting details and clarifications in respect of any of the details referred to in sub clauses 2 (f) above and the contractor does not furnish the wanting details as required above on the spot in the presence of other bidders after opening the technical-bid, the tender would be liable to rejection.

**(i)**The evaluation as given by the contractor as modified by tender opening authority with the ceiling limit will then be intimated to all the bidders who remain present and then, if convenient, the price bid shall be opened on the same day and the combined evolution of the tender of price bid and the technical bid would be worked out. No further opportunity shall be given to the contractors to modify/withdraw conditions at the stage as price bid would be known to all, Govt. however, reserves the right to negotiate about the tenders(s) further with any or all the contractors. In case the Price bids cannot be opened on the same day, then another date will be intimated to the tenderers as in para (e) above.

\*The technical bid shall be evaluated first and successful bidders/applicants shall be short listed.

\*The "Financial Bids" shall only be opened and evaluated only in respect of the short listed bidders.

5. The officer competent to dispose of the tenders shall have the right of rejecting all or any of the tenders.
6. No receipt for any payment alleged to have been made by Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on The Executive engineer, Building department, Bhavnagar

Municipal Corporation, Bhavnagar unless it is signed by The Executive Engineer

- \*8. The memorandum of the work to be tendered for and the schedule of materials to be supplied by The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar and these rates shall be filled in and completed by the office of The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar before the tender form is issued. If a form issued to an intending tenderer has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
9. Under no circumstances shall any Contractor be entitled to claim enhanced rate for any items in the contract.
10. Every contract shall, unless exempted in writing by The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar concerned, produces along this tender a solvency certificate of his financial ability from the Collector of the district within which he resides or a Banker's certificate. If he fails to produce such a certificate his tender will not be considered.
11. All corrections and additions or pasted slips should be initialed.
12. The measurements of work will be taken according to the usual method in use in the Public Works Department and no proposals to adopt alternative methods will accepted., Architect/Owner decision as to what is the usual method in use in the Public Works Department will be final.
13. The Insurance Company's bond will not be accepted against the security deposit.
- 13A. 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 Architect/Owner shall have powers to interpret and decide correct meaning of contradictory erroneous writing.
14. The contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Department person. No materials will be allowed to be removed from the site of work.
15. No foreign exchange will be released by the Department for the purpose of plant and machinery required for the execution of the work contracted for.
16. Controlled materials(Essentiality Certificate) : (i)As regard controlled materials The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be borne by the Contractor himself. Though

The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar will help to arrange for the permit as far as possible

and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss or damage on account of delay caused to the Contractor

while obtaining the same.

(ii) The contractor shall submit to The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar on close of every calendar month the monthly returns in the prescribed forms as to the receipts and actual use of the controlled materials during the month

(iii) The contractor shall permit The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar /Architect or his representative to inspect the stock of the controlled materials stored by him at any time whenever they or their representative so desire(s).

17. The tender for the work shall remain open for a period of 120 days from the stipulated date of receiving of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own after handing over the tender to postal authorities for dispatch. During this period if any tenderer withdraws or makes any modifications or additions in the terms and conditions of his tender not acceptable to the BHAVNAGAR MUNICIPAL CORPORATION then the BHAVNAGAR MUNICIPAL CORPORATION 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 should be referred to.

૧૮. કામનો વર્ક ઓર્ડર ઈશ્યુ થયા પછી તુર્ત જ કામના સ્થળ ઉપર તે કામની નીચેની વિગતો દર્શાવતું બોર્ડ ઈજારદારે પોતાનાં ખર્ચે પ્રદર્શીત કરવાનું રહેશે.

૨૧. ૫.૦ લાખથી વધારે કિંમતના રસ્તા/પુલો/ મકાનોનાં કામો ઉપર કામની વિગત દર્શાવતાં બોર્ડ :-

૧. કામના નામ (કામનો પ્રકાર) :	૬. સુપરવાઈઝરી સ્ટાફનું નામ :
૨. વિભાગ નામ :	૭. કામ શરૂ કરવાની તારીખ :
૩. પેટા વિભાગનું નામ :	૮. કામ પૂરું કરવાની તારીખ :
૪. ટેન્ડરની રકમ :	૯. કામનાં સ્પેશીફિકેશન :
૫. ઈજારદારશ્રીનું નામ :	

**મકાનોના કામો :**

—પાયાના કોન્ક્રીટનું પ્રમાણ.....(સિમેન્ટ, કપચી, રેતી) —ઈંટોનાં ચણતરમાં સિમેન્ટ/રેતીનું પ્રમાણ.....  
(સિમેન્ટ, રેતી)

—ભોંયતળીયાના કોન્ક્રીટનું પ્રમાણ.....(સિમેન્ટ, કપચી, રેતી) —ભોંયતળીયે.....સે. મી.

જાડાઈની.....સે. મી. સાઈઝની મોઝેક ટાઈલ્સ.

—બારી બારણા —સાગી લાકડાના/ સ્ટીલ ફ્રેમ/ અન્ય.

**આર. સી. સી. કામો :**

આર. સી. સી. કામમાં કોન્ક્રીટનું પ્રમાણ..... (સિમેન્ટ, કપચી, રેતી)

આ કામના વિગતવાર સ્પેશીફિકેશન નાચબ કાર્યપાલક ઈજનેરશ્રી,.....પેટા વિભાગની કચેરીઓ ઓફીસના સમય દરમ્યાન

કોઈપણ સમયે જોઈ શકશે. આ કામની માલીકી જાહેર જનતાની છે અને કામમાં ક્ષતિ કે અનિયમીતતા જણાય, તો તે બાબતમાં સંબંધિત અધિકષક ઈજનેરશ્રી ,.....વર્તુળ કે જેઓની કચેરી..... સ્થળે છે તેઓનું ધ્યાન દોરવા વિનંતી છે.

(મા. મ. વિ. ઠરાવ નં ટી. એન. સી. ૧૦૮૦-૨૪-સ, તા. ૧૮-૧૧-૧૯૯૧ તથા તા. ૧૭-૮-૨૦૦૨)

૧૯. કરારનામામાં જયા જયા "બેન્ક"નો ઉલ્લેખ છે તે "બેન્ક" એટલે "શેડયુલ કે રાષ્ટ્રીયકૃત બેન્ક" જ સમજવી (મા. મ. વિ. નો

તા ૨૭-૮-૦૨ નો ઠરાવ ક્રમાંક ટીએનસી/૧૦૮૦/૧૦૦(૪)સ)

૨૦. કોન્ટ્રાક્ટ હેઠળનાં બાંધકામનાં મકાનોનો ઉપયોગ ઈજારદાર પોતાના મજૂરો, સ્ટાફ કે અન્ય કોઈ હેતુ માટે કરી શકશે નહિં. જો આ શરતનો ભંગ કરવામાં આવશે તો માર્કેટ રેન્ટ પ્રમાણે તેટલી જગ્યાનું ભાડું વસૂલ કરવામાં આવશે.

૨૧. ટેન્ડર જોડના એનેક્ષર ૫ તથા ૬ માં કોન્ટ્રાક્ટરે સાચી માહિતી કાળજીપૂર્વક આપવી. આ માહિતીનાં આધારે કોન્ટ્રાક્ટરનાં ભાવો નીચા હોવા છતાં તે વિચારણા હેઠળનું કામ સમય-મર્યાદામાં કરી શકવામાં કક્ષમ છે કે કેમ તેની ઓફર સૌથી નીચી અને જરૂરીયાત અનુરૂપ છે કે તે બાબત નક્કી કરવામાં આવશે.

૨૨. ટેન્ડર સાથે બી.એમ.સી.નું મટીરીયલ વપરાશ માટેનું માન્ય વેન્ડર લીસ્ટ પ્રસિદ્ધ કરેલ છે. કામ દરમિયાન કોઈપણ મટીરીયલ વપરાશ માટે મંગાવતા / સાઈટ પર લાવતા પૂર્વે પ્રથમ કાર્યપાલક ઇજનેરશ્રી પાસે તે એપ્રુવ કરાવી લેવાનું રહેશે અને સક્ષમસત્તાએથી અદ્યતન વેન્ડર લીસ્ટને ધ્યાને લેવા કા.પા.ઈ.શ્રી સુચના આપે તો તે મુજબનું મટીરીયલ વપરાશમાં લેવાનું રહેશે.

**Signature of the Contractor**

**Executive Engineer,  
BUILDING DEPARTMENT,  
BHAVNAGAR MUNICIPAL CORPORATION  
BHAVNAGAR**

## TENDER FOR WORKS

I/We hereby tender for the execution for The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar (here in before and here in after referred to as Owner of the work specified in the underwritten memorandum within the time specified in such memorandum at the tendered rates specified in Schedule 'B'(memorandum showing item of works to be carried out)and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in this tender and Clause 13 of the annexed conditions of contract and agree that when materials for the work are provided by Government, such materials and the rates to be paid for them shall be as provided in Schedule 'A' hereto

### MEMORANDUM

Time allowed for the completion of work form date of written order 12 (twelve) months from commencement.

Should this tender be accepted I/We hereby agree to abide by and fulfill the terms and provision of the condition of the contract annexed here to so far as applicable and in default thereof to forfeit and pay to The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar the sums of money mentioned in the said conditions. The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar (Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ for The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar at \_\_\_\_\_ in respect of sum of Rs. \_\_\_\_\_/- is forwarded herewith representing the earnest money deposit in full the value of which is to be absolutely forfeited by The Executive engineer, Building department, Bhavnagar Municipal Corporation, Bhavnagar should I/We not deposit the full amount of Security Deposit as specified in the memorandum of works in brief in accordance with Clause I of the said conditions, the sum of which is otherwise Rs. \_\_\_\_\_.

Name of the Contractor \_\_\_\_\_

Address \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

Name of Witness \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

The Tender is hereby accepted by me on behalf of The Governor of Gujarat on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**Signature of the Contractor**

**Executive Engineer,  
BUILDING DEPARTMENT,  
BHAVNAGAR MUNICIPAL CORPORATION  
BHAVNAGAR**

## **ADDITIONAL INSTRUCTIONS TO PERSONS TENDERING**

- 1. Competency of Tenderer** - No contract will be awarded except to responsible bidders capable of performing the class of works contemplated. 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 span stipulated. Contractor may be required to furnish the Owner with the statement as to their experience and their financial status
- 2.** Tenderer will be deemed to have inspected the site and to have satisfied as to the nature of all works all existing roads, water way and other means of communication and access to and from the site and 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 enquires as to work, yard sites and depot and dumps and as to acquisition of such additional sites and areas as may be necessary for temporary purpose for constructing, completing and maintaining the works.
  - 2.1** The tenders shall be received only under "Registered Post" or "Speed Post" No other system, namely receiving of tenders by Hand Delivery 'or' by Express Delivery 'or' in person., should be adopted under any circumstances.
    - (i) Late tenders (i.e. tender received after the specified time of opening), delayed tenders (i.e. tenders received before the time of opening but after due date and time of receipt of tenders) and post tenders offers shall not be opened and considered at all.
    - (ii) The tenders received (by registered post) after time & the date specified in the tender notice shall not be received by the concerned office from the postmen, for which, date and time may be recorded on the cover of the tender as to when tender was refused by the 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 Officer.
- 3 Payment** – The tenderer must understand clearly that the rates quoted are for completed works and include all cost 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 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 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 there in shall not relieve him from any risks or liabilities arising out of or consequent upon the submission of the tender.
- 4 Tender forms** – Every 'blank' in the form of the tender and in the schedule must be filled up by the tenderer and must return the document sent herewith.



- 5 **Erasures** – Persons tendering are informed that no erasures or alterations by them in the tax of the document sent herewith would be allowed and any such erasures or alterations will be disregarded. If there is, any error in his writing, no overwriting should be done, the wrong word or a figure, should be struck out and the correct one written above or near it in unambiguous way. Each correction should be initialed.

**Contractor to please read this carefully:**

1. The Percentage in Schedule 'B' must be given in words and figures: Amount thus worked out must also be entered in column and the tenderer must strike out grand total of amount.
2. If the tender is taken in favour of the company, a power of attorney in favour of the person who may have signed the tender for the company must accompany the tender.
3. Solvency certificate of a bank or a Revenue Officer of an amount up to 20% of the tendered cost plus the amount of works on hand still to be executed will have to be produced by the contractor.
4. The contractor shall pay Earnest money in the form of 'Cash' or Demand Draft in favour of Owner. Earnest money will not be accepted in form of cheque, Bank Guarantee.

**General Rules and Directions for the Guidance of Contractors**

1. All works proposed to be executed by the contractor shall be notified in a form of invitation to tender pasted on a board hung up in the office of Owner. 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 successfully tendered and percentage, if any, to be deducted from bill. /It will also state whether a refund of quarry fees, royalties, octroi dues and ground rents will be granted. Copies of the specifications, designs and drawing and estimate rates, and any other documents required in connection with work which shall be signed by the Owner for the purpose of identifications shall also be open for inspection by Contractor at the office of the Owner during office hours.

Where the works are proposed to be executed according to the specifications recommended by a contractor and approved by a competent authority on behalf of the Owner, such specifications with designs and drawing shall form part of the accepted tender.

2. In the event of tender being submitted by a firm. It must be signed separately by each partner thereof in event of the absence of any partner it will be signed on his behalf by person holding a power of attorney authorizing him to do so. Details of partner will be furnished in Annexure-I along with the copy of partnership deed.

3. Receipt for payments made on account of any work, when executed by a firm, shall also be signed by all the partners except where the Contractors are described in their tender as a firm which case receipt shall be signed in the name of the firm by one of the partners or some other person having authority to give effectual receipt for the firm.
4. Any person who submits a tender shall fill up to the usual printed form including the column total according to estimated quantities stating at what rate he is willing to undertake each items of the work. Tender which proposes any alterations in the works specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other condition of any sort will be liable to rejection? 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, tender shall have the name and the number of the work (to which they refer) written outside the envelope.
5. At the time of tender opening only authorized representatives will be allowed to remain present. No other contractors will be allowed.  
Incase, there is no tenderer or their representative present, Owner will open tender. Tender opening officer will complete tender opening procedures and tender E.M.D. deposit will be handed over to concern officer.
6. The officer without giving any clarification or reasons. Competent to dispose off the tenders shall have the right of rejecting all or any of the tenders.
7. No receipt for any payments alleged to have been made by a Contractor in regard to any matter relating to this tender or the contract shall be valid and binding on Owner unless it is signed by the Owner.
8. The memorandum of the work to be tendered for and schedule of materials to be supplied by Owner and there rates shall be filled and completed by the Owner of before the tenders form is issued. If a form issued to intending tender has not been so filled in and completed, he shall request the said officer to have it done before he completes and delivers his tender.
9. All works shall be measured net by standard measure and according to the rules and customs of the Public Works Department without reference to any local custom.
10. Under no circumstances shall any Contractor be entitles to claim enhanced rate for any items in this contract.
11. All corrections and addition or pasted slips should be initialed.
12. The measurements of works will be taken according to the usual method in use in the Public Work Owner and no proposals to adopt alternative methods will be accepted. Owner's decision as to what is the usual method in use in the Public Work Department will be final.

13. The Insurance Company's bond will not be accepted against the security deposit.
14. The contractor shall have to attach to his tender Income Tax Clearance Certificate of last five years to be obtained from the Income Tax Officer.
15. The contractor will have to construct a shed for storing controlled and valuable materials issued to him under schedule 'A' of the agreement at work-site having double locking arrangement. The materials will then be taken for use in the presence of the Owner's Representative, no materials will be allowed to removed from the site of work.
16. No foreign exchange will be released by the Owner for the purpose of plant and machinery required for the execution of the work contracted for.
17. Controlled materials (Exentiality Certificate): (i) As regard controlled materials the Owner will help to arrange for the permit as far as possible and help the Contractor in securing the same. All incidental charges met with in procuring these materials shall be born by the Contractor himself. Though the Owner will help to arrange for the permit as far as possible and help the Contractor in obtaining the materials, it shall not accept any responsibility for any loss or damage on account of on delay caused to the Contractor while obtaining the same.
18. The tender for the work shall remain open for a period (180\*) day from the stipulated date of receiving of the tenders for this works and that the tendered shall not be 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 not acceptable to the Owner then Owner shall without prejudice to any right remedy. Be at liberty to forfeit in full the said earnest money absolutely.
19. The contractor shall employ such labour that shall produce a valid certificate of having been vaccinated against small pox within a period of last three years.
20. (1) If the members of Labour Co-operative Societies do not work themselves and obtain commission by subletting the work, as a whole or by dividing work in grope and give work to piece workers, the very purpose of the Scheme would be defected. Therefore the Labour Co-operative Societies will not sublet the work and the member's labours areas of the society will execute the work.  
(2) In case where the works required to be carried out by the labours other than the members of the Labours Co-operative societies with the man-days more than 25%, prior permission of the Owner will be necessary.  
(3) The labour Co-operative societies shall have to allow the officers of the Co-operative Owner to examine for audit purpose the muster rolls as and when required.  
(4) Labour Co-operative societies shall have to submit a quarterly return sating

- the monthly attendance of man-days on the muster rolls of member labourers on each work to the District Registrar as well as to Owner.
- (5) If the labour Co-operative Society is found violating the terms and conditions mentioned above the Labour Co-operative society will be liable for the cancellation of work contract and or registration as decided by the Owner.
21. Immediately after issue of the work order for the works of Roads, Bridges and Buildings, the contractor shall display the board showing brief details of the specifications on the site of work as approved by Owner.
22. The contractor for use of his labourers, staff or for any other purpose will not occupy the building structure under the contract. In case of breach of this condition market rent will be recovered for the unauthorized occupied. The contractor will be fully responsible for damage, injury, death occurs in this case.
23. Tender Shall fill up Annexure 4, 5 based on this information, decision will be taken, weather contractor can complete the work in stipulated time limit, weather rates offered is lowest and according to requirements or not etc.  
However Owner may ask the contractor for further justification and based on that final decision will be taken.
24. Owner may decide not to give work to lowest bidder. Owner is free to allocate work to the agency other then lowest one and also work can be split up and can be given to more then one contractor. In all cases Owner's decision will be final and shall be acceptable to all the bidders. Owner thereof will give no reason. Owner will not accept any claim made by bidder on these matters.

Signature of the  
Contractor:

Signature of Authority:

#### LIST OF TERMS AND CONDITIONS CLAUSE

	DETAILS	

<b>Clause 1</b>	Security deposit	
<b>Clause 2</b>	Liquidated damages for delay	
<b>Clause 3</b>	Default by contractor	
<b>Clause 4</b>	Action when the progress of any particulars portion of the work is unsatisfactory	
<b>Clause 5</b>	Non exercise of powers under clause 3 not a waiver	
<b>Clause 6</b>	Power to seize tools, plants, machinery's, materials and stores of the contractor on Invocation of clause 3.	
<b>Clause 7</b>	Extension of time limit	
<b>Clause 8</b>	Final Measurements and final bill on completion of work	
<b>Clause 9</b>	Intermediate and final Payment	
<b>Clause 10</b>	Payment at reduced rates	
<b>Clause 11</b>	Bills to be submitted monthly	
<b>Clause 12</b>	Bills and rates payable	
<b>Clause 13</b>	Material to be supplied by the Owner	
<b>Clause 14</b>	Consumption and return of materials supplied by the Owner	
<b>Clause 15</b>	Safe custody of materials supplied by the Owner	
<b>Clause 16</b>	Drawings / Designs, Instructions of the Architect/Owner and Specification, order of precedence in case of discrepancies	
<b>Clause 17</b>	Excess over Tender Quantities, Extra Items and Variations	
<b>Clause 18</b>	No claim to any payment or compensation for alterations or for Restrictions of work.	
<b>Clause 19</b>	No claim for delay in supply of materials by the Owner	
<b>Clause 20</b>	Claims under the contract	
<b>Clause 21</b>	Remedies for inferior or bad work, materials or workmanship and maintenance clause.	
<b>Clause 22</b>	Defect liability clause.	
<b>Clause 23</b>	Work to be open for inspection contractor's responsible agent to be Present	
<b>Clause 24</b>	Employment of qualified Site Engineer by Contractor	
<b>Clause 25</b>	Notice to be given before work is covered up	
<b>Clause 26</b>	Damage to contract work-in-progress and damages to surrounding Properties	
<b>Clause 27</b>	Damages due to acts of God and unprecedented floods	
<b>Clause 28</b>	Contractor to supply plant ladders, scaffolding etc and is libel for damage arising from non-provision of lights, fencing etc.	
<b>Clause 29</b>	Regulations for scaffolds, working platforms, gangways and stairways	
<b>Clause 30</b>	Regulations for hoisting appliances	
<b>Clause 31</b>	Measure for prevention of fire	
<b>Clause 32</b>	Liabilities to contractors for any damages done in or outside work	
<b>Clause 33</b>	Deleted	
<b>Clause 34</b>	Work not to be sublet; consequences for unauthorized subletting, bringing and becoming insolvent	
<b>Clause 35</b>	Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss	
<b>Clause 36</b>	Changes in the constitution of firm to be notified	

<b>Clause 37</b>	Works to be under directions of Architect/Owner/Consultant	
<b>Clause 38</b>	Settlement of Disputed and Arbitration	
<b>Clause 39</b>	Lump sums in estimates	
<b>Clause 40</b>	Action where no specifications	
<b>Clause 41</b>	Definition of work	
<b>Clause 42</b>	Contractors percentage-whether applied net or gross amount of the bill.	
<b>Clause 43</b>	Royalties	
<b>Clause 44</b>	Compensation under the Workman, Compensation Act	
<b>Clause 45</b>	Liability of the contractor in case of accidents	
<b>Clause 46</b>	Arrangements for personal safely requirements and First aid	
<b>Clause 47</b>	Variation in quantity of work	
<b>Clause 48</b>	Employment of famine or other labour	
<b>Clause 49</b>	Claim for compensation for delay in starting the work	
<b>Clause 50</b>	Claim for compensation for delay in the execution of work	
<b>Clause 51</b>	Entering upon or commencing any portion of work	
<b>Clause 52</b>	Minimum age of persons employed	
<b>Clause 53</b>	The payment of fair wages etc.	
<b>Clause 54</b>	Method of payment	
<b>Clause 55</b>	Employment of scarcity labour	
<b>Clause 56</b>	Rates inclusive of .... tax etc.	
<b>Clause 57</b>	Employment thought Employment Exchange and local labour	
<b>Clause 58</b>	Fair wages	
<b>Clause 59</b>	List of Machinery	
<b>Clause 60</b>	Liabilities of contractor for idleness of Road Rollers deployed by the Owner on contract work	
<b>Clause 61</b>	Local labour on normal rates	

<b>Clause 62</b>	Land on Hire and rental charges	
<b>Clause 63</b>	Vaccination to labourers	
<b>Clause 64</b>	Camp facilities to workers	
<b>Clause 65</b>	Gum boots, hand gloves, masks etc. to labourers	
<b>Clause 66</b>	No distinction between Harijans and other workers	
<b>Clause 67</b>	Price Escalation clause.	
<b>Clause 68</b>	Fencing and Lighting	
<b>Clause 69</b>	Liabilities for accident to persons	
<b>Clause 70</b>	Access to site and work on site	
<b>Clause 71</b>	Reports regarding labour	
<b>Clause 72</b>	Treasure trove	
<b>Clause 73</b>	Indemnity	
<b>Clause 74</b>	Insurance of labourers	
<b>Clause 75</b>	Setting out	
<b>Clause 76</b>	Cement Register	
<b>Clause 77</b>	Materials and Works Test Register	
<b>Clause 78</b>	Progress Schedule	
<b>Clause 79</b>	Secured Advance	
<b>Clause 80</b>	Advance Payment	
<b>Clause 81</b>	Advance against machinery's	
<b>Clause 82</b>	Mobilization Advance	
<b>Clause 83</b>	License for contract labour	
<b>Clause 84</b>	Recovery of testing charges	
<b>Annexure-1</b>	Declaration regarding Income Tax, Addresses etc.	

Development of BMC's open plot for public service by Constructing Compound wall, Toilet block, Plantation, Caretaker room etc facility at FP no. 53,55 TP scheme of Tarasamiya, Bhavnagar.

<b>Annexure-2</b>	Basic rates considered by the contractor	
<b>Annexure-3</b>	Performance Bond	
<b>Annexure-4</b>	List of works already completed by the tenderer	
<b>Annexure-5</b>	List of plant and Machinery	
<b>Annexure-6</b>	Declaration regarding works on hand	
<b>Schedule- 'A'</b>	Materials to be supplied from Store	
<b>Schedule- 'B'</b>	Memorandum showing items of works to be carried out	
<b>Schedule- 'C'</b>	Time Schedule of completion	

## TERMS & CONDITIONS OF CONTRACT

**Clause 1 Security Deposit:** The person/persons whose tender is accepted (hereinafter called the "Contractor" which expression shall unless excluded by, or repugnant to the context include his Legal heirs, executors, administration and assignees) shall (a) Deposit with the Owner a sum sufficient to make up the full security deposit specified in the tender in cash or in form of demand draft to Owner within a period of 10 days from the date of receipt of the notification of acceptance of his tender, or (b) (i) Initial Security Deposit of the total security deposits as specified in the tender form with the Owner in cash or in form of D.D. on receipt of notification of acceptance of his tender. If the Initial security



deposit is not paid within the above specified time, no work order will be issued till the issue about delay is finally decided by the competent authority (b) (ii) The Owner shall be deemed to have been authorized to deduct to the balance of the security deposit as specified in the tender form from the amounts that become payable to the contractor for the work done under the contract from time to time, such deduction shall not exceed ten percentage of the amount so payable and the works whose amount paid in cash or by way of deduction shall be estimated amount is more than rupees held by Owner by way of Security deposit. Than rupees fifteen lacks, the contractor shall have to give the performance bond of any schedule bank equivalent to five percentage of the estimated amount put to tender along with the initial security deposits. All compensation, Liquidated damages or other sums or money payable by the contractor to Owner under the terms of this contract shall be deducted from or recouped by the realization of a sufficient part of his security deposit, or from the interest arising there from or performance bond or from any sums which may due or may become due by Owner to the Contractor on any account what so ever and whether in respect of this contract, any other contract, or otherwise. In the event of his security deposit being reduced by reason of any such deduction or recoupment as aforesaid, the contractor shall within ten days thereafter, make good in cash or as aforesaid any sum or sums required to make good the shortfall in the amount of the security deposit. If the amount of the security deposit to above be paid as specified above in cash or by D.D within the period specified above is not paid the tender/contract already accepted should be considered as canceled and legal steps shall be taken against the contractor for recovery of the amounts.

**Clause 2 Liquidated damages for delay: -**

- (i) If the contractor fails to complete the work under contract by the stipulation date he shall pay liquidated damages of Rs. 0.1 percentage of the contact value per day from the date of delaying the said work up to the date of completion and handing over to the Owner.
- (ii) However also if the contractor fails to complete any part of the works as designed in Schedule (C) by the time indicated against such part, he shall pay Liquidated damages per day from the date of delaying the said part of the works up to the date of completion of the said designated part at the rates shown in the said Schedule of the contract value of part for such failure till the said designated part is completed.
- (iii) The aggregate maximum of liquidated damages payable under clause No. 2 shall not exceed Rs. 0.1 percentage of contract value per day and shall be subject to the maximum amount of ten percentage of the estimated amount put to tender.
- (iv) Delays requiring payment of ten percentage liquidated damages of the amount put to tender for performance shall be sufficient causes for termination of contract and for forfeiture of security deposit including amount of performance bond in respect of works estimated to cost more than Rs. 15 lacks, for performance and registration of the contractor shall also be kept in abeyance for three years from the date as fixed in all cases. (See Schedule (C) on page No. 48)

**Clause 3 Default by contractor:-** If the contractor shall neglect or fail to proceed with the work with due diligence or if he violates any of the provision of the Contract, the Architect/Owner shall give the Contractor a notices, identifying deficiencies in performance and demanding corrective action. Such notice shall clearly state that is shall not remove any plant; equipment and material form the site. The Owner shall have a lien on all such plant, equipment and material from the date of such notice till the said deficiencies have been corrected as mentioned in the said notice.

If the contractor fails to take satisfactory corrective action within ten days after receipts of notice, the Owner shall terminate the contract in whole. In case the entire contract is terminated the amount of security deposit and performance bond if any together with the value of the work done but not paid for, shall stand forfeited to the Owner. The plants, equipment and materials, held under this clause shall then be at the disposal of the Owner to recover the amount equivalent to liquidated damages and registration of the contractor shall be kept in abeyance for three years from the date as fixed in all such cases. The Architect/Owner if necessary shall direct that a part or the whole of such plant, equipment and materials be removed from the site within a stipulated period. If the contractor fails to do so, the Architect/Owner shall cause them or any part of them to be sold holding the net proceeds of such sale to the credit of the Contractor. After settlement of accounts the lien by the Owner of the contractor's remaining plant equipment and balances of materials shall be released.

Termination of the contract in whole shall be an adequate authority for the Architect/Owner to demand discharge of the obligations from the guarantors of the security for the performance.

- Clause 4** If the progress of any particular portion of the work under Contract is unsatisfactory the Architect/Owner shall, notwithstanding that the general progress of the works is satisfactory, in accordance with clause 2 be entitled to take necessary action under clause 3, after giving the Contractor ten day's notice in writing and the contractor shall have no claim whatsoever for any compensation for any loss caused to him due to such action.
- Clause 5** In any case in which any of powers conferred upon the Architect/Owner by clause 3 hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable at any future date.
- Clause 6** In the event of the Architect/Owner taking action under clause 3, he may, if so desire, take possession of all or any tools, plants machinery, materials and stores in or upon the work or the site thereof or belonging to the contractors or procured him and intended to be used for the execution of the work or any part thereof by paying or allowing for the same in account at the contract rate or in case of contract rates not being applicable at such reasonable rates, as may be comparable to current market rates where ascertainable of similar articles and comparable condition, to be certified by the Architect/Owner. In the alternative the Architect/Owner may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent require him to remove such tools, plants, machines materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Architect/Owner may remove them at the contractor's expenses or the shall remove them by auction or private sale at the risk and cost of the contractor in all respects, and the certificate of the Architect/Owner as to the expenses of any such removal and the amount of the proceeds, and expenses of any such removal shall be final and conclusive against the contractor.
- Clause 7 Extension of time:-** If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Architect/Owner before the expiration of the period stipulated in the tender or before the expiration of 30 days from the dates on which he was hindered which ever is earlier and the Architect/Owner may, if in his opinion believe that there are reasonable ground for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Architect/Owner in this matter shall be final.
- Clause 8** As soon as the work is completed, the contractor shall give a notice of such completion to the Architect/Owner and on receipt of such notice the Architect/Owner shall inspect the work and if he is satisfied that the work is complete in all respects then: -
- (i) For all works costing up to Rs. 50 Lacks (amount put to tender) the final measurements shall be recorded within 45 days from the date of physical completion of the work and the final bill shall be prepared within 45 days from the date of recording final measurement. The completion certificate shall be issued within one month from the date of final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.
  - (ii) In respect of works costing more than Rs. 50 Lacks (amount put to tender) the final measurements shall be recorded within 75 days from the date of physical completion of the work and the final bill shall be prepared within 75 days from the date of recording final measurements subject to the contractor fulfilling his obligation as provided in the contract and subject to the work being complete in all respects.  
When separate period of completion have been specified for item or groups of item, the Architect/Owner shall issue separate completion certificate for such item or group of item.