

BORDER ROADS ORGANISATION
MINISTRY OF DEFENCE, GOVT OF INDIA
CHIEF ENGINEER PROJECT DANTAK

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”

Name of Contractor: _____

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(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

- Not attached, these documents can be seen in the office of Accepting Officer/Commander Task Force/OC Contract during working hours.

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Tele : 009752 - 351082/351086

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80583/ /E8

M/s _____

Headquarters
Chief Engineer
Project Dantak
PIN : 931708
C/O 99 APO

Mar 2022

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”

Dear Sir (s),

1. A set of tender documents containing T-Bid (Technical bid) and Q-Bid (Financial Bid) for the above work is uploaded on Central Public Procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt Please note that tender will be received by the Accepting Officer **at the office of the Chief Engineer (P) Dantak C/O 99 APO or at OIC liaison cell located at HQ 19 BRTF, Jaigaon, Pin-930019, Ph 8145087696/9643800181 upto 1700 hrs (BST) on 02 May 2022 and Part-I of the tender documents will be opened at 1530 hrs (BST) on 06 May 2022** Tender received after the due date and time will not be considered.
2. Tenderers or their duly authorized representative who have submitted their tenders and who wish to be present at the time of opening of tenders may attend the office of Accepting Officer **Chief Engineer (P) Dantak C/O 99 APO** at the above mentioned time.
3. **Tender documents may be downloaded from** central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt and **printout is to be taken on A4 size paper. It is advisable that downloaded tender document preferably to be printed through laser printer only. Submission of photocopy of tender is not permitted.** Bid security declaration, Integrity Pact duly signed on each page by the bidder(s) and undertaking given at **Page No. 26** of tender must be delivered to the Chief Engineer Project along with the T Bid and if Bid security declaration and integrity pact is not submitted along with the T Bid, same shall be rejected by the Accepting officer.
4. Tendering procedure shall be single stage-two bid System and tender documents shall be prepared in two parts as under:-
 - (a) **Part-I ('Technical Bid' – 'T' Bid)**
 - (b) **Part-II ('Price/Commercial' – 'Q' Bid)**

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5. **Part-I ('Technical Bid' – 'T' Bid)**

5.1 (a) The tender to be submitted (physically) by the bidder will be comprised of following documents: -

- (i) Blank.
- (ii) Earnest money deposit by un-enlisted contractor and enlisted contractors who have submitted/not submitted standing security deposit.
- (iii) Signed copy of all the Eligibility/Qualification documents required as per tender conditions given at **Page No.03** to **Page No. 10** of tender documents.
- (iv) Signed copy of Integrity Pact.(Not applicable being tender amount less than 5 crores)
- (v) Signed copy of undertaking by tenderer given at Serial Page **No. 26** of tender.

(b) Following documents will be deemed to be part of the contract during the time of acceptance of contract: -

- (i) Part-I Technical Bid of the tender document
- (ii) Notice Inviting Tender
- (iii) Special Conditions of Contract
- (iv) Particular/Technical Specifications including Drawings, if any
- (v) Any other Amendment/errata to tender document

5.2 **Technical evaluation criteria**

5.2.1 If contractor is not enlisted with BRO or enlisted with BRO but has not submitted Standing Security Deposit, he should have submitted Bid security declaration.

5.2.2 All the pages of T-Bid should have been duly signed by the bidder/authorized representative having valid Power of Attorney.

6. **Eligibility Criteria**:- (A) Tenderers shall meet the following eligibility criteria for qualifying in Technical bid:-

- (a) The tenderer should have working capital and/or credit facilities of at least 10% of the estimated cost of the work (Applicable only for non – enlisted Contractors) as given in the NIT **i.e. Rs.18.51 lakhs.**

A.2 **Experience.**

Tenderer should have successfully completed or substantially completed with any Govt agencies/PSU/Municipal Corporation/local Govt bodies

Tenderer should have successfully completed or substantially completed**. three similar works costing not less than the amount equal to 40% of estimated cost **i.e. Rs 74.05 lakhs** or two similar works costing not less than the amount equal to 50% of estimated cost of work **i.e. Rs 92.56 lakhs** or one similar works costing not less than the amount equal to 80% of estimated cost of work **i.e. Rs 149.00. lakhs** in "last seven & current" financial years.

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Notes: -

1. Substantially completed works means those works which are 90% completed on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
2. Tenderer shall submit list of work executed in the past 7 years in their letter head duly signed by the proprietor/partner/director of the firm in the proforma contained in Clause 8 .1
3. Completion cost of works shall be brought to common base date of receipt of tender as per following formula: -

Completion cost X (1 +Period in days from date of completion to date of receipt of tender/365 days) X 0.10)

6.2 Available Bid Capacity (ABC)

6.2.1 ABC as per formula given here-in-after should be more than the estimated cost of work given in NIT (i.e. **ABC>185.12 lakhs**). Tenderers shall calculate ABC and submit details duly signed on letter head.

Available Bid Capacity = 2.5 x A x N – B

A.- Maximum value of all Civil Engineering works in any one year during the last 5 financial years (Updated to the current price level with enhancement factor as given below) supported with duly certified Balance Sheets/ Certificates from Chartered Accountant.

<u>Year</u>	<u>Multiplying factor</u>
Last first year	1.10
Last second year	1.20
Last third year	1.30
Last fourth year	1.40
Last fifth year	1.50

N- Number of years prescribed for completion of work for which the current bid is invited.

B- Value of the balance ongoing works to be executed in period N.

6.2.2 The tenderers shall indicate actual figures of completion cost of work and value of A without any enhancement as stated above.

6.2.3 The tenderer may be accorded an opportunity to clarify or modify his qualification documents, if necessary, with respect to any rectifiable defects through option of short fall in tender documents to be submitted by the bidder. The tenderer will respond in not more than 07 days of issuance of the clarification letter through shortfall option failing which his tender is liable to be rejected.

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6.3 Vehicles, Equipments and Plants (VEP) :

6.3.1 Tenderer should own or have assured access (through hire/lease/purchase agreement/ other commercial means) to the requisite Equipment, Plants and vehicles in good working condition (complete usage life not more than 7 years except stone crusher) given hereunder.

S/No	Particulars of Veh/Eqpt/Plant	Nos Reqd
(a)	Tipper/Dumpers	5

6.3.2 Tenderer shall indicate source of requisite Equipment, Plants and Vehicles along with vintage required for execution of work in following format-

- (i) Item
- (ii) Year of Manufacture
- (iii) Source from where to be arranged (Owned/ lease etc.)
- (iv) Location presently deployed.
- (v) Based on known commitments, whether will be available for use in the proposed contract.
- (vi) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting Officer.

Note :- Tenderer should own critical VEP as per specific requirement of the work as decided/specified by the Tender issuing authority in the tender.

6.4 Performance and other requirements:

- (a) There should not be poor/slow progress in running work. (If yes, submit details and reasons of delay to check that these are not attributable to him or am beyond his control.)
- (b) There are no serious defect observed in works which stand unrectified (If yes submit details and reasons).
- (c) There are no Cancelled/abandoned contracts in which Govt. unrealized recoveries exist (If yes submit details and reasons).
- (d) He/They have not been blacklisted by any Govt. Deptt (If yes submit details and reasons).
- (e) There are no any Govt. dues, outstanding against the firm (If yes submit details and reasons).
- (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last years in which his views/claims substantially rejected.
- (g) Proprietor/partners/directors of firm are not involved in anti national/social activities and should have neither been convicted nor should any proceedings be pending in court for such activities.

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(h) Firm should have been considered capable of taking more load in work load return circulated by DGBR. In case the firm is not considered capable for taking more work load due to unsatisfactory performance in the running works, in the prevailing report circulated by DGBR their technical bid shall be rejected.

6.5 Disqualification

6.5.1 Even though the tenderers meet the above criteria, they are liable to be disqualified if they have made misleading or false information in bidding documents submitted.

7. JOINT VENTURE IN BRO WORKS (Except for EPC Tenders)

7.1 Two firms are permitted to bid for the tender based on Joint Venture agreement between them. Joint Venture (JV) shall not comprise more than two firms (called parties of JV). The format of agreement at Annexure 'I'. The JV shall be considered as un-enlisted contractor. The JV shall submit Earnest Money Deposit for all tenders and individual Security deposit as per instructions, in contract is awarded.

7.2. JV shall be allowed for the following works:-

- (a) Road work with estimated cost more than Rs.50crore.
- (b) Bridge work and via duct with estimated cost more than Rs.20 crores.
- (c) Tunnel Works of any value.
- (d) Runway Work any value.
- (e) PEB structure works of any value
- (f) Solar Power works of any value
- (g) Works for specialist E/M services with estimated cost more than Rs. 20 crore
- (h) Consultancy Work for Preparation of DPR for Bridges Tunnels & EPC roads with estimated Cost more than Rs.5 Crore
- j) Works other than the types at (a) to (h) above with estimated cost more than Rs.50 crore.

7.3. No JV shall be allowed for furniture works. No JV shall be allowed to participate if either or both the parties are banned/adversely remarked in WLR of BRO or debarred from tendering by any authority. Foreign Companies shall not be permitted to participate in JV except in case of tunnel project

7.4. Security clearance of Foreign Companies having foreign citizenship Directors shall dealt with as prescribed under subsequent para.

7.5. (a) Indian Companies having Director (s) of foreign origin and Indian Companies having Director (s) of Indian origin but residing abroad / having foreign citizenship shall be permitted to participate in JV. However, security clearance in such cases shall be obtained by following procedure laid down by Ministry of Home Affairs vide their letter No 11/20034/2013-1S II dt 30 Jun 2015 and amendment there if vide OM No 11/20034/2013-11 dt 09 Dec 2015. These letters, being classified, are not being

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shared. The case for security clearance shall be processed to HQ DGBR for taking up matter with concerned authorities.

(b) Case for security clearance shall be processed to HQ DGBR on PRIORITY after opening T-bid (Cover-1). Further processing of tender to open Finance Bid (Cover 2) shall not be held up awaiting receipt of security clearance. However, if the JV requiring security clearance of Director(s) becomes L1, the tender shall be accepted only on receipt of security clearance. For this, the Accepting officer will pursue the security clearance vigorously.

(c) For runway tenders, all other policies issued vide E-in-C's Branch letter No. A/37696/OSDPL/POL/ E2W (PPC) dt 15 May 2015 as amended vide their letter even No dt 14 Mar 2017 pertaining to experience, nature of works executed, requirement of tools. plants and machinery, financial turnover, Available Bid Capacity etc shall be followed.

- 7.6 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.
- 7.7 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However, if the contract is awarded to the JV, then PAN & GSTIN shall be obtained by the JV as single unit.
- 7.8 The JV shall have two parties. The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover, (c) Bank Solvency/ Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120% of the above qualifying criteria. The party other than the lead party shall meet minimum 30% of the above qualifying criteria.
- 7.9 Both the Parties of JV shall jointly possess the required T&P, machinery and engineering/ supervisory staff. T&P can be either on ownership basis or lease hold as stipulated in NIT/ tender documents and documentary proof of the same shall be submitted. Other qualification criteria shall be met fully/ Jointly by both the parties of JV or as a single unit of JV.
- 7.10 In the Residual Bid Capacity (in the formula $2.5 \times A \times N - B$, where A= Maximum turnover in last five financial years, N= Period of completion of contracted (tendered) work (in years calculated till two decimal places) and B= Value of balance work in all Govt & Private works), in respect of a JV, values of A and B shall be the sum total of the respective figures of both the parties.

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- 7.11 Similarly when a Firm/ Contractor working in JV applies for tender (s) in his own capacity (i.e. independently), the part value of A and B of his JV work (s) in proportion to his percentage share in JV shall also be considered against the tender applied in his own capacity and capacity and hence these details shall be submitted by the Firm/ Contractor in his T- bid.
- 7.12 JV concluded upto the date of bid submission are permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and / or misleading and/or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in BRO.
- 7.13 Party/parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also, no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (i.e. shall not be qualified in T bid Cover '1').
- 7.14 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 7.15 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of the JV: -
- (a) In case of non-submission of physical original documents of cost of tender, EMD- Barring from bidding for six months.
 - (b) Due to. default in performance of contract etc.- Administrative actions as per existing instructions
- 7.16 Any unrealized recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/fully) form one party, it shall be recovered from other party.

8 List & format of eligibility documents to be attached alongwith Part-I of tender documents to prove eligibility: -

- 8.1 List of works completed/substantially completed in “last seven and current” financial years and ongoing works in following format: -

Name of work & CA No	Brief scope of work	Name & address of employer /client	Accepted contract amount	Date of commencement of work	Original date of completion	Extended date of completion	Actual date of completion /present progress	Cost of completed work	Cost of balance Work	Remarks explaining reasons of delay if any

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Note : Works proving eligibility criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.

8.2 Available Bid Capacity:

For -A :- Balance sheets/certificates from Chartered Accountant indicating annual turnover of Civil Engineering works constructed in last 5 years.

For-B: - Contractors shall submit details of ongoing works as per format stated in Clause 8.1 of above.

Tenderers shall calculate ABC and submit details duly signed.

8.3 Equipments, Plants and Vehicles:

(a) Tenderer shall indicate source of requisite Equipment, Plants and vehicles in good working condition required for execution of work in following format: -

S/No	Item	Year of manufacture	Source from where to be arranged (Owned/Leased)	Location presently deployed	Whether will be available for use in the present contract

(b) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting officer is required to be enclosed.

8.4. **Integrity Pact (IP)**(applicable for tender with estimated cost of **Rs. 5.00 Crore** and above for all contract works and in tender for procurement services, stores, equipments & plants with estimated cost of **Rs. 1.00 Crore** and above).

IP duly signed by Accepting Officer/ authorized officer has been uploaded along with this tender as **Annx-II** same shall be signed by bidder(s) on each page and scanned copy shall be submitted as part of Technical bid (cover-1) and original IP duly signed on each page shall be forwarded by post along with tender fee and EMD (if applicable). IP will be an integral part of the Contract and both parties are bound by its provision.

8.5 Performance and other requirements.

8.5.1 Tenderer shall submit undertaking that:-

(a) There is no poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control).

(b) There are no serious defects observed in works which stand un-rectified (If yes, he will submit details and reasons).

(c) There are no cancelled/abandoned contracts in which Govt. unrealized recoveries exist (If yes, he will submit details and reasons).

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(d) He/They have not been blacklisted by any Govt. Deptt (If yes, he will submit details and reasons).

(e) There are no any Govt. dues outstanding against the firm (If yes, he will submit details and reasons).

(f) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).

8.5.2 Tenderer shall submit information of all arbitration/court cases decided during last five & current financial years and also presently in progress as per following format: -

(a) Name and address of employer.

(b) Cause of dispute.

(c) Amount involved.

(d) Brief of Court judgment/arbitration award (if published) otherwise present progress.

8.6 **Working capital:-**

Copy of Latest balance sheet/income tax return for working capital and/or Banker's certificate for credit facilities. If necessary Department will make inquiries with the tenderer's Banker.

8.7 Constitution of firm along with copy of partnership deed (in case of partnership firms) and memorandum of articles and association (in case of limited companies).

8.8 In case of unenlisted firms, Copies of Passport of proprietor/partners/directors (if available). Present address & photograph for verification of character and antecedents of proprietor/partners/directors from police authorities.

8.9 Copies of PAN Card of proprietor/partners/directors.

8.10 Lowest bidder if unenlisted firm in BRO (if his offer is decided for acceptance) will be required to fill enlistment form for provisional enlistment.

Notes:-

1 Documents as listed at clause 8.6 to 8.8 above are exempted for tenderers enlisted with BRO in any class.

2 Affidavits shall be submitted on Non-Judicial stamp papers of appropriate values duly attested by the Magistrate/Notary Public.

3 Photocopies of documents shall be attested by Gazetted officer/Public notary and also self attested.

4 The bidder should meet all the technical evaluation criteria indicated in the bid documents in order that the bid is considered to be technically responsive and the bidder qualifying to have its Financial Bid opened.

9. Part-II ('Price/commercial' – 'Q' Bid)

9.1 Part-II 'Price/commercial Bid' – 'Q' Bid) shall comprise of the following: -

(i) Schedule- 'A' Notes.

(ii) Schedule 'A' (to be quoted by Bidder)

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(iii) Schedules 'B', 'C', & 'D'.

(iv) Tender page

10 **Q bid evaluation**

(i) Arithmetical corrections shall be made as per General condition of contracts **4(a)(a) of IAFW-1815Z**.

(ii) Commercial bids will be reviewed to ensure that the figures indicated therein are consistent with the details of the corresponding Technical bids.

(iii) For the purpose of evaluation "cost" shall be inclusive of all taxes and duties.

(iv) Cost of all items of Schedule A shall be totaled and the bidder who has quoted lowest total cost in Schedule A (L-1) shall be considered successful bidder and all other bidders shall be considered unsuccessful. Offer of successful bidder (L-1) shall only be considered for acceptance. If L-1 backs out, re-tendering shall be resorted in a fair and transparent manner.

10.1 The **Chief Engineer Project Dantak** will be Accepting Officer here-in-after referred to as such for the purpose of this contract.

10.2 If tenderers desire that any condition or stipulation given in the tender documents is to be modified or deleted, they may submit their comments/suggestions before last working date of clarification as shown in critical date details in subject tender ID for consideration by the Deptt for issue of corrigendum/amendments to tender documents. If Deptt considers comments/ suggestions suitable, corrigendum/amendments to tender documents shall be issued and also uploaded on E- tendering Portal. If Deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on E- tendering Portal and tenderers shall quote strictly complying with the various provisions given in the tender documents. Any tender who stipulates any alterations to any of the conditions/provisions laid down in tender documents (including corrigendum/amendments) or which proposes any other conditions of any description whatsoever is liable to be rejected.

10.3 The tenderers are advised to visit the work site to acquaint themselves of working and site conditions, before submitting their tender. The submission of tender by a person implies that he has read this tender forwarding letter, the conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions and other factors, site conditions, taxes & levies prevailing etc which may affect the quotation and execution of the work.

10.4 Tenderer must be very careful to deliver a bonafide tender, failing which the tenders are liable to be rejected. Tenderers are, therefore, advised to ensure that their tender must satisfy each and every condition laid down in the tender documents.

10.5 Your attention is drawn to the Indian Official Secret Act-1923 (**XIX** of 1923) as amended up to date particularly section 5 thereof.

11 **Earnest Money** :-

(a) Earnest money is not required to be attached with tender by the enlisted contractor with BRO (term "enlisted contractor: used in tender documents means "enlisted contractor with BRO") who have submitted standing security but same is required from un-enlisted contractor/enlisted contractors with BRO, who have not submitted standing security deposit.

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(b) Un-enlisted contractors with BRO/enlisted contractors with BRO, who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting to **Rs 2,60,120/- (Rupees Two lacs Sixty thousand One hundred Twenty only)** in the form of Deposit at call Receipt/TermDeposit Receipt/Special Term Deposit Receipt and Bank Guarantee issued in favour of Chief Engineer (P) Dantak, C/O 99 APO payable at **SBI Hasimara (WB)** by Nationalized/Scheduled Bank. Technical bid not accompanied with earnest money will not be considered for opening of financial bid. The amount of this receipt should be basic amount and not their maturity value. Any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender not accompanied with the earnest money in the form as indicated here-in-before or accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafied tender.

(c) Earnest money shall be returned to unsuccessful bidders (other than L-1) after opening of FinancialBids and to successful (L-1) bidder after receipt of security deposit.

12. **Performance security** :-

12.1 Within 28 days of receipt of the letter of acceptance, the successful contractor shall deliver to the accepting Officer a Performance Security for an amount equivalent to **10%(Amended vide HQ DGBR letter No. 24556/सी.स.म./दन्तक/सामान्य/92/ई8 dated 25 Nov 2021)**of the Contract sum as laid down under condition 19 of IAFW-2249 / Condition 14 A of IAFW -1815 Z (General Conditions of Contract)..

12.2 Failure of the successful contractor to comply with the requirement of sub clause 12.1 shall constitute sufficient grounds for cancellation of award of work and forfeiture of the Earnest Money. In case of BRO enlisted contractor amount equal to the Earnest Money stipulated in the Notice Inviting Tender, shall be notified to the tenderer for depositing the amount through MRO, issue of tender to such tenderers shall remain suspended till the aforesaid amount equal to the earnest Money is deposited in Government Treasury.

12.3 In the event of contract being cancelled, under Condition 52, 53 & 54 of IAFW-2249 or under conditions 26, 27 & 28 of IAFW -1815Z General Conditions of Contracts the Performance Security & retention money as per last RAR shall be forfeited. ALL T&P and material of contractor lying at site shall be confiscated by the Government and shall be absolutely at the disposal of the President of India and no compensation whatsoever shall be allowed by department.

12.4 Form for Bank Guarantee Bond against Performance Security Deposit shall be as per **Annx-III**.

12.5 The period of validity of the Bank Guarantee Bond against Performance Security shall be upto and including the scheduled date of expiry of Defects Liability Period.

13 The Accepting Officer reserves the right to accept a tender submitted by a Public Undertaking, giving a purchase preference over other tender(s) as are admissible under the Government Policy. No claim for any compensation or otherwise shall be admissible to such tenders whose tenders may be rejected on account of the said policy.

14. The tender shall remain open for acceptance for a period of **60 days** from bid submission end date.

15. On acceptance of tender, the name of authorized representative (s) of the contractors who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated by the contractor within 7 days of issue of Acceptance letters

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15. **Revision/Modification of quoted Price**

(a) In case the tenderer has to revise /modify /withdraw his quoted rates / offer after it is uploaded in e-tendering portal he may do so on before bid submission end date & time in in e-tendering portal only. Any revision/ modification in offer / withdrawal of offer in the form of an open letter after bid submission end date & time and the same shall be considered as revocation of offer and shall not be taken into account, while considering his originally quoted offer.

16. **Revocation of offer**

In the event of lowest tenderer revokes his offer or revise his rates upward (which will be treated as revocation of offer), after bid submission end date and before expiry of original validity period stipulated in tender documents, the earnest money deposited by him shall be forfeited. In case of BRO enlisted contractors, the amount equal to the earnest money stipulated in the Notice Tender, shall be notified to the tenderer for depositing the amount through MRO, failing which the amount shall be recovered from any payment due to such contractor or shall be adjusted from the Standing Security Deposit. In addition, L-1 tenderer revoking offer and his related firms shall not be issued the tender in second or subsequent calls of subject work.

18. **Tenderers are requested to quote rates both in figure and words against each item of Schedule 'A' and extend the amount in Schedule 'A'.**

19. **All the tender documents (Part-I & Part-II) shall be submitted together at one stage but placed in separate sealed envelopes (supplied by the tenderer) duly marked Part I and Part II as stated above.**All the two envelopes containing Part I and Part II duly sealed shall be put in one large size envelope (cloth lined, outer cover to be supplied by the tenderer). This outer cover shall indicate name of work, name of tenderer, last date and time of receipt of tender prominently.

20. **The tender documents (Part-I and Part-II) should be submitted/should be dropped in Tender Box kept at the office of Accepting Officer HQ CE (P) Dantak, C/O 99 APO before the date and time fixed for receipt of tender.** The tender received after due date and time shall not be considered for acceptance. BRO shall not be responsible for any postal or other delay and shall not take care to ensure the submission of tender at place and time fixed for receipt of tender.

21. Tender shall be opened immediately after time indicated in Para 1 herein before in the presence of the tenderers or their authorized representative whoever wish to be present. Part-I only shall be opened first **on 06 May 2022 at 1530 hrs (BST)**. Part II (Priced bid) shall not be opened. Part II (Price bid) envelopes shall be signed by the tender opening officers and some bidders present and shall be put in separate large envelope and sealed by the opening officers. Large envelop shall also be signed by the tender opening officers and some bidders present. This large size envelope containing unopened price bids shall be kept in safe custody of the officer nominated by the Accepting officer for this purpose. Part I (Technical Bid) will be evaluated as per technical evaluation criteria given in the tender documents. Unqualified tenders will also be informed and their Part II (Price Bid) shall be returned unopened separately. The date of opening of price bids will be intimated separately to the qualified firms and the Part II (Priced Bid as sealed in large size envelope) will be opened on the scheduled date in the presence of such tenderers who choose to be present and the amounts quoted by the tenderers shall be read out by the opening officer(s) to the tenderers.

Yours faithfully

EE(C)
SW
For Accepting Officer

(Signature of the Contractor)
Enclosures :Tender Documents

ANNEXURE -I

**Format for Joint Bidding Agreement for Joint Venture
(to be executed on stamp paper of appropriate value)**

THIS JOINT BIDDING AGREEMENT is entered into on this the..... day of
.....20.....

AMONGST

1having its registered office
at,.....
(hereinafter referred to as the 'First Part' which expression shall, unless repugnant to the context
include its successors and permitted assigns)

AND

2 Having its registered Office at.....
(hereinafter referred to as the 'Second Part' which expression shall, unless repugnant to the
context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the
"Parties" and each is individually referred to as a "Party"

WHEREAS,

(A) The BORDER ROADS ORGANIZATION, represented by **Chief Engineer Border Roads Organisation, Ministry of Defence** and having its office at **CE (P) Dantak PIN : 931708, C/O 99 APO** (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrator, successors and assigns) has invited bid by its Tender ID No. CE (P) DANTAK/ 11/2021-2022 for **SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK**

(B) The Parties are interest in jointly bidding for the tender as member of a Joint Venture and in accordance with the terms and conditions of the tender document in respect of the work, and

(C) It is necessary condition under the pre-qualifying criteria (PQC) that the parties of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy there of with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the PQC in the Notice Inviting Tender.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

2. Joint Venture

(a) The parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Bidding Process for the project

(b) The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants

The parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the contract, it shall perform all its obligations as the Contractor in terms of the Contract.

Role of the Parties

The parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First shall be the Lead member of the Joint Venture and shall have the power of attorney from the other Party for conducting all business for and on behalf of the Joint Venture during the Bidding Process and execution process as well as post execution process.

(b) Party of the Second Part shall be the Member of the Joint Venture

4. Joint and Several Liability

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms and conditions given in the NIT and Tender Documents.

Field of expertise

The parties do hereby declare that the field of expertise of the parties are as under: -

First party

Second Party

Share of Works in the Project

The parties agree that the proportion of the Contract to be allocated among the parties shall **be as follows** :-

First party

Second Party

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

5. Representation of the Parties

Each Party represents to the other Party as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing all in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture party is annexed to this Agreement, and will not, to the best of its knowledge: -

(i) Require any consent or approval not already obtained;

(ii) Violate any applicable law presently in effect and having applicability to it,

(iii) Violate the memorandum and articles of association, by-laws or Other applicable organizational documents thereof,

(iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a Party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) Create or impose any liens, mortgages, pledges, claims, security interest, charges or encumbrances or obligations to create a lien, charge, pledge, security, interest, encumbrances or, mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a Party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of Defect Liability Period under and in accordance with the Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not pre-qualify for the Project or does not get selected for award of the Project, the agreement will stand terminated in case the Applicant does not pre-qualify or upon return of the Bid Security by the Authority to the Bidder, as the case, may be.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

7. **Miscellaneous**

- (a) This Joint Bidding Agreement shall be governed by Laws of India.
- (b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

WITNESS

In the presence of:

1.

2.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

ANNEXURE -II

To be signed by the bidder and same signatory competent/authorized to sign the relevant Contract on behalf of BRO

INTEGRITY PACT

This Integrity Pact is made aton this day of..... 2021

BETWEEN

President of India represented through **Chief Engineer Border Roads Organisation, Ministry of Defence, CE (P) Dantak PIN : 931708, C/O 99 APO.**

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Bidder/Contractor)

(Hereinafter referred to as the through
(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender(NIT NO. **CE (P) DTK/07/2021-22** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down, organizational procedure, contract for

.....
.....
NAME OF WORK: - “SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”.

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal)/Owner values full compliance with all relevant laws of the land, rules, regulations. Economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as *Integrity Pact“ or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

1. Commitment of the Principal/Owner

- (a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(Signature of contractor)

EE (C)
SW
For Accepting Officer

(i) No employee of the Principal/owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. “

(ii) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional

(iii) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(b) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

2. Commitment of the Bidder (s)/Contractor(s)

(a) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract,

(b) The Bidder(s)/Contractor (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(iii) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both.

(Signature of contractor)

EE (C)
SW
For Accepting Officer

Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(v) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(c) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(d) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(e) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

3. Consequences of Breach

Without prejudice to any rights that may be available to the Principal/owner under law or the Contractor its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

(a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Para 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the principal/owner.

(b) Forfeiture of EMD /Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to para 3(a), the Principal/owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit / Performance Guarantee / Security Deposit of the Bidder/Contractor.

(c) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the principal/owner will inform the same to law enforcing agencies for further investigation.

4. Previous Transgression

(a) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or

(Signature of contractor)

EE (C)
SW
For Accepting Officer

with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

5. Previous Transgression

(a) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

(c) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, (he Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

6. Equal Treatment of all Bidders/Contractors/Subcontractors

(a) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/P act by any of its Subcontractors/sub-vendors.

(b) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(c) The Principal/owner will disqualify Bidders, who do not submit, the any signed Pact between the Principal/owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

7. Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor after the final payment under the contract has been made or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, BRO.

8. Other Provisions

a. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the formation of the Principal/Owner, who has floated the Tender.

b. Changes and supplements need to be made in writing. Side agreements have not been made.

c. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

d. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

e. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

(Signature of contractor)

EE (C)
SW
For Accepting Officer

9. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

10. Independent Monitors

- a. That the MoD has appointed following Independent Monitors for this Pact:-
(i) **Shri Sudhir Bhargava, IAS Retd, E Mail :- bhargav4@nic.in**
(ii) **Shri Vikram Srivastava , IPS Retd , E Mail:-
vikramsrivastava1973@gamil.com**
(iii) **Shri SK Deota, IDCMS, Dir(Contracts), Email:-santhoshkd22868-cgo.gov.in**

Any complaint with regard to violation of IP, whenever received, will be referred to the Independent Monitors for their comments / enquiry.

b. The task of the Monitor is to review independently and objectively, any complaint received with regard to violation of Integrity Pact and offer comments or carry out enquiry as deemed fit.

c. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.

d. That the, Bidder/Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project documentation of the Principal / owner including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Principal/owner and Bidder/Contractor/ Sub- Contractors/Associates with confidentiality.

e. That if the Monitor has reported to the Principal/Owner a substantiated suspicion of an offence under relevant Anti Corruption Laws of India and the Principal/owner has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

f. The word 'Monitor' would include singular and plural.

(For and on behalf of Bidder/Contractor)
Principal/Owner)

(For and on behalf of

WITNESSES:

1.....
(Signature, name and address)

2.....
(Signature, name and address)

Dated:

(Signature of contractor)

EE (C)
SW
For Accepting Officer

INTEGRITY PACT

To,

The Chief Engineer
HQ Project Dantak
Accepting Officer

Sub: Submission of **TENDER NO. CE (P) DTK/07/2021-22** for the work of **“SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”**.

Dear Sir,

I/We acknowledge that BRO is committed to follow the principles thereof as enumerated in the integrity Pact enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the integrity Pact, which is an integral part of tender document, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of the conditions of the NIT.

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that execution of the said integrity Pact shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by BRO. I/We acknowledge and accept the validity of the Integrity Pact, which shall be in line with para 15 of the enclosed Integrity Pact

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Pact, while submitting the tender/bid, BRO shall have unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

(Signature of contractor)

EE (C)
SW
For Accepting Officer

INTEGRITY PACT

To,

Sub : TENDER NO. CE (P) DTK/07/2021-22 for the work "SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK

Dear Sir,

It is hereby declared that BRO is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Pact which is an integral part of tender/bid documents, falling which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of the BRO.

Yours faithfully

Chief Engineer
Project Dantak

(Signature of contractor)

EE (C)
SW
For Accepting Officer

ANNEXURE -III
PERFORMANCE GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the government") having agreed to **exempt**.....(hereinafter called "the said Contractor's) from the demand. under the terms and conditions of an Agreement dated.....Made between.....
.....and.....for.....

.....
(hereinafter called "the said Agreement") of Security deposit for the due fulfilment by the said contractors of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs(Rupees.....only) we.....
.....bank Ltd (hereinafter referred as the Bank) do hereby undertake to pay to the Government an amount not exceeding. RsAgainst any loss or damage caused to or would be caused to or suffered by the Government, by reason of any breach by the said contractor(s) of any the terms or conditions contained in the said Agreement.

1. We..... Bank Ltd. Do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.. ..

2. We..... Bank Ltd. Further agree that guarantee.: herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by the virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till..(Office/ Depanment). Ministry of..... Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made to us in writing on a before thewe shall be discharged from all liability: under this guarantee thereafter.

3. We..... Bank Ltd. Further agree with the Government that the Government shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time: or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of Government or any indulgence by the Government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

4. We..... Bank Ltd. lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

(Signature of the Contractor)
Dated: 2022

EE(C)
SW
For Accepting Officer
Dated: 2022

UNDERTAKING BY AUTHORISED SIGNATORY

I, the undersigned do hereby under take that our firm _____ agree to abide by Terms and Conditions of subject Tender for **SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK** from Page No. 01 to 111 is advertised on www.epublish.gov.in and it shall be binding on us and may be accepted at any time before the expiration of stipulated tender conditions.

(Signed by an Authorized Officer of the firm)

Title of Officer

Name of Firm

Date

(Signature of the Contractor)
Dated: 2022

EE(C)
SW
For Accepting Officer
Dated: 2022

[In lieu of IAFW-1815Z (to be use in conjunction with General Conditions
Of Contract based on and IAFW-1815Z) (1969 Re-Print)]

CHIEF ENGINEER PROJECT DANTAK

E-mail : bro-dtk@nic.in

Tele : 009752 - 351082/351086

Fax : 009752 – 351285

80583/ /E8

Headquarters
Chief Engineer
Project Dantak
PIN : 931708
C/O 99 APO

Mar 2022

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK

Dear Sir (s),

Messrs/Mr _____ of _____ is/are hereby authorised to tender for the above work. The tender is to be delivered at the Office of the Chief Engineer, Project Dantak, PIN 931708, C/O 99 APO **upto 1700 hrs(BST) on 02 May 2022** addressed to Headquarters, Chief Engineer, Project Dantak, PIN – 931708, C/o 99 APO for “**SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK**” to be opened on **06 May 2022 at 1530 Hrs.**

All documents must be returned whether or not a tender has been submitted.

Any correction concerning this tender should be addressed as indicated at the top of this sheet, quoting the reference as given.

THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST TENDER OR ANY TENDER

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

BORDER ROADS ORGANISATION
CHIEF ENGINEER PROJECT DANTAK
NOTICE INVITING TENDER- 07/2021-22

1. A sealed tender is invited for **“SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”**

2. Tender documents may be downloaded from central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt as per the schedule as given in **CRITICAL DATE SHEET** as under and printout is to be taken on A4 size paper. It is advisable that the downloaded tender document to be printed through laser printer preferably. Submission of photocopy of tender is not permitted.

01	Publishing date & time on CPPP website	12 Apr 2022 at 1100 Hrs
02	Bid document download start date	12 Apr 2022 at 1130 Hrs
03	Clarification start date & time (Pre Bid queries)	12 Apr 2022 at 1130 Hrs
04	Clarification end date & time	30 Apr 2022 at 1100 Hrs
05	Bid submission start date & time	19 Apr 2022 at 1100 Hrs
06	Bid submission end date & time	02 May 2022 at 1700 Hrs
07	Opening date & time of Technical bid	06 May 2022 at 1530 Hrs
08	Opening date of Financial bid	Will be intimated later

3. The estimated cost of work is **Rs 185.12 Lakhs (Rupees One Crore Eighty Five Lacs Twelve Thousand only)** approximately or as subsequently amended in tender documents and uploaded in BRO website. This estimate, however, is not a guarantee and is merely given as a rough guide, and if work costs more or less, tenderer shall have no claim on that account of what so ever nature.

4. The tender shall be based on Specifications, General Conditions of Contracts IAFW-1815(Z) and rate contract for the supply of stores and materials based on IAFW-1815(R) with Schedule "A" (List of works) to be priced by tenderers.

5. Not more than one tender shall be submitted by one contractor or one firm of contractors. Under no circumstances will a father or his son(s) or other close relations who have business dealings with one another, will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both the parties liable to rejection.

6. The work is to be completed within **180 days** or as subsequently amended in tender documents or uploaded on central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt in accordance with the phasing, if any, indicated in the tender from the date of handing over the site, which will be generally within one month from the date of issue of Acceptance letter.

7. **The Chief Engineer (P) Dantak, C/O 99 APO will be Accepting Officer** hereinafter, referred to as such for the purpose of this contract.

8. Tender (in full) either downloaded from CPP Portal website will be received at HQ CE (P) Dantak, C/o 99 APO or at OIC liaison cell located at HQ 19 BRTF, Jaigaon, Pin-930019, Ph 8145087696/9643800181 at **1700 hrs (BST) on 02 May 2022**. Part - I un-priced bid will be opened on **06 May 2022 at 1530 hrs (BST)**. Tender received after due date shall not be considered for opening and no reason for delay or claim whatsoever shall be entertained.

NOTICE INVITING TENDER (CONTD)

9. Intending tenderers are advised to visit central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt three days prior to date of opening of tender for any corrigendum/addendum/amendment.

10. **Earnest money** is not required to be attached with tender by the enlisted contractor with BRO who have submitted standing security and MSME registered firms as per Rule 170(i) of GFR 2017 but same is required from other contractors and to be attached (scanned copy) with technical bid for **Rs 2,60,120/- (Rupees Two lacs Sixty thousand One hundred Twenty only)** in the form of Deposit at call Receipt/Term Deposit Receipt/Special Term Deposit Receipt and Bank Guarantee issued in favour of Chief Engineer (P) Dantak, C/O 99 APO obtained from any Nationalized/Scheduled Bank and having maturity/validity period 90 days more than validity period of his offer.

11. **Successful Bidder (L-1) shall deposit to Accepting Officer a Performance Security for an amount of 10% of contract sum (Amended vide HQ DGBR letter No. 24556/सी.स.म./दन्तक/सामान्य/92/ई8 dated 25 Nov 2021) in the shape of Bank Guarantee or FDR within 28 days of issue of LoA.**

12. The tenderer are advised to visit the site by making prior appointment with Commander, 19 Border Roads Task Force, C/o 99 APO sufficiently in advance (Telephone No of Commander, 19 BRTF at **009755- 252201**). A tenderer shall be deemed to have full knowledge of all relevant documents, local conditions, sites etc. For further details tenderer may contact telephonically if required, SW, Project DANTAK at **009752 – 351082/351086** during office hours.

13. A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.

14. Any qualification documents/tender which stipulates any alterations to any of the conditions laid down or proposes any other conditions of any description what so ever, is liable to be rejected.

15. The Accepting Officer reserves his right to accept a tender submitted by a public undertaking, giving a price preference over other tender (s) which may be lower, as are admissible under the Govt. policy. No claim for any compensation or otherwise shall be admissible from such tenderer (s) whose tenders may be rejected on account of the said policy.

16. **The submission of tender by a tenderer implies that he had read this notice and conditions of contract and has made himself aware of the scope and specifications of the work to be done and of the conditions rates at which stores, tools and plants etc will be issued to him, local conditions and other factors bearing on the execution of the work**

17. The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reasons for not doing so.

18. The hard copy of original instruments in respect of earnest money, under taking regarding acceptance of tender conditions, Enlistment letter if firm is enlisted in BRO, EPFO, Registration letter, GST Registration and any other document required to be submitted with respect to various conditions mentioned in the tender documents should be attached with tender documents

19. Blank.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

NOTICE INVITING TENDER (CONTD)

20. Blank.

21. Blank.

22. In case of rejection of technical bid, contractor may appeal to next higher engineer authority i.e. HQ DGBR on email bro-e8@nic.in with copy to the Accepting Officer i.e. CE on email bro-dtk@nic.in against rejection within 05 days from the date of publishing of result of technical bid qualification on CPP Portal whose decision shall be final and binding. If the appeal is not made within this period, the bidder shall forfeit his right of appeal against rejection of his technical bid. Any appeal received after 05 days of such publication of result shall not be entertained under any circumstances. The next higher engineering authority shall preferably try to resolve the issue within 05 days of such representation. However, contractor/bidder shall not be entitled for any compensation whatsoever on account of rejection of technical bid.

23. For any further particulars, you may refer central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt.

24. Blank.

25. In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as revocation of offer), after opening of tenders, the earnest money deposited by him shall be forfeited. In case of BRO enlisted contractors, the amount equal to the earnest money stipulated in the Notice of tender, shall be notified to the tenderer for depositing the amount through MRO, failing which the amount shall be recovered from payment due to such Contractor or shall be adjusted from the Standing Security Deposit. In addition, such tenderer and his related firm shall not be issued the tender in second or subsequent calls.

26. Important- Above particulars may change due to Administrative or any other reasons and shall be available in central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt. Therefore, bidders/contractors are requested to visit central public procurement portal site <http://eprocure.gov.in/eprocure/app>, BRO website www.bro.gov.in and CAB website www.cab.org.bt frequently and at least once again 03 (three) days prior to bid submission date as per critical date sheet, for any changes in above particulars.

27. Blank

28. The tender shall remain open for acceptance for a period of **60 days** from bid submission date.

29. The tender may be accepted as whole.

30. This notice of tender shall form part of the contract.

No.80583/ /E8

Headquarter

Cheif Engineer
Project Dantak
PIN : 931 708
C/O 99 APO

EE(Civ)

SW
For Accepting Officer
Dated : Apr 2022

NOTICE INVITING TENDER (CONTD)

Distribution :- For info and wide publicity please.

1.	HQ DGBR/E8 Seema Sadak Bhawan Ring Road, Delhi Cantt New Delhi – 110 010	2.	HQ DGBR/B&T Dte Seema Sadak Bhawan Ring Road, Delhi Cantt New Delhi – 110 010	3.	HQ DGBR/East Dte Seema Sadak Bhawan Ring Road, Delhi Cantt New Delhi – 110 010
4.	HQ ADGBR (North-West), Sec-48-C, Near Motor Market, Chandigarh-160047	5.	HQ ADGBR (East) PIN-900885 C/o 99 APO	6.	R&D Estt PIN-931723 C/o 99 APO
7.	The Chief Engineer, MES, Shillong Zone, Shillong, Meghalaya	8.	MES Builders Association of India, 807, Sahyog 58, Nehru Place, New Delhi-110 019.	9.	HQ 19 BRTF PIN : 930019 C/O 99 APO
10.	60 RCC (GREF) PIN : 930060 C/O 99 APO	11.	63 RCC (GREF) PIN : 930 063 C/O 99 APO	12.	64 RCC (GREF) PIN : 930 064 C/O 99 APO
13.	102 RCC (GREF) PIN : 930102 C/O 99 APO	14.	Builder Association of India, G1/G20 Commerce Centre, Dodajee Road, Tardeo, Mumbai-400034.	15.	CPWD Contractor's Association, B-Wing, I.P. Bhawan, New Delhi-110002
16.	HQ CE (P) Arunank, PIN 931719, C/o 99 APO	17.	HQ CE (P) Brahmanak, PIN 931722, C/o 99 APO	18.	HQ CE (P) Beacon, PIN 931706, C/o 56 APO
19.	HQ CE (P) Chetak, PIN 931707, C/o 56 APO	20.	HQ CE (P) Deepak, PIN 931709, C/o 56 APO	21.	HQ CE (P) Himank, PIN 931710, C/o 56 APO
22.	HQ CE (P) Sampark, PIN 931712, C/o 56 APO	23.	HQ STF HIRAK, PIN 931724, C/o 56 APO	24.	HQ CE (P) Shivalik, PIN 931718, C/o 56 APO
25.	HQ CE (P) Rohtang Tunnel, PIN 931720, C/o 56 APO	26.	HQ CE (P) Vijayak, PIN 931721, C/o 56 APO	27.	HQ CE (P) Pushpak, PIN 931711, C/o 99 APO
28.	HQ CE (P) Sewak, PIN 931714, C/o 99 APO	29.	HQ CE (P) Vartak, PIN 931716, C/o 99 APO	30.	HQ CE (P) Udayak, PIN 931715, C/o 99 APO
31.	HQ CE (P) Swastik, PIN 931717, C/o 99 APO				

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK

GENERAL CONDITION OF CONTRACTS

IAFW –1815 (Z): 1969 RE- PRINT

FOR

ITEM RATE CONTRACTS (IAFW-1815Z(R)

1. A copy of General Conditions of Contract (IAFW-1815 (Z): Re-print 1969) with Errata 1 to 28 and Amendments Nos 1 to 41 is in my/our possession. I/we has/have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACT before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof.
2. It is hereby further agreed and declared by me/us that the GENERAL CONDITIONS OF CONTRACT (IAFW-1815 (Z), Re-print 1969 including condition **No 37** thereof pertaining to settlement of dispute by arbitration, with Errata 1 to 28 and Amendment No1 to 41 shall form part of these tender documents.
3. Wherever the phrases Commander Works Engineer (CWE) and Garrison Engineer (GE) have been used in the General Conditions of Contract (IAFW-1815Z) the same are considered as Commander Contract and OC Contract respectively as applicable in Border Roads Organisation.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK

1. **GENERAL**

The following Special Conditions shall be read in conjunction with General Conditions of Contract **IAFW-1815 (Z)**, including amendments thereto, and whereas variation exists the Special Conditions shall take precedence over the aforesaid General Conditions. The Special Conditions given in succeeding paragraphs shall be read in conjunction with Schedule A, technical specifications and General Conditions of Contracts IAFW-1815 (Z). In case of any discrepancies in the various provisions of the contract, the following order of precedence shall be observed:-

- (a) Description given in Schedule 'A'.
- (b) Particular/Technical Specifications.
- (c) Drawings and sketches.
- (d) Special Conditions.
- (e) Ministry of Road Transport & Highways (MoRTH) specifications for Road and Bridge Works (Fifth Revision) published by Indian Roads Congress New Delhi.
- (f) General Conditions of Contracts.

2. **INSPECTION OF SITES**

The contractor is particularly advised to inspect the site (s) of work by making prior appointment with the Chief Engineer Project Dantak, C/o 99 APO/Commander 19 BRTF, C/o 99 APO so as to acquaint himself with regard to the nature and conditions of site, nature and means of local communication, working hours, conditions of access and all other cognate matters concerning the execution and completion of the work. Any paths, tracks, approaches etc, required for the movement of plants, equipments, machines and vehicles etc to the work site and plate form, bund etc required for the execution of work will be responsibility of the contractor and rates quoted must include these aspects also where required. The tenderer shall be deemed to have inspected the site and made himself familiar with various factors which may affect his quotation where he actually inspects the site or not. No extra charges consequent on misunderstanding or otherwise will be allowed.

3. **LAND FOR OFFICES ETC**

The contractor shall have to make his/her own arrangements for the land as may be required by him/her for housing of staff and labour and for erection of store sheds, offices, godowns etc., required by him/her for this work. The contractor must ensure that the staff, labour, plant, equipments, machines, vehicles, stores etc., employed or collected in connection with the work are so located that there is no hindrance to free flow of traffic on the roads/highway. Suitable cautionary and warning signs and other measures are to be installed/provided by the contractor at his own cost for the safety of traffic.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

4. **MINIMUM FAIR WAGES PAYMENT TO LABOUR**

4.1 The contractor shall pay wages not less than the minimum fair wages fixed from time to time by the Central Govt/State Govt/Local Authorities. He shall have no claim whatsoever, if on account of any local regulations and/or otherwise, he is required to pay wages in excess of the wages so fixed.

4.2 The contractor shall observe the laws/regulations applicable in the area regarding the employment of labour, payment of wages and other cognate matters relating to the conditions.

4.3. In case local labourers are not available, the contractor may have to obtain written permit from the appropriate authority of State Govt. to import labour from outside the state.

4.4. The contractor shall ensure compliance to all the labour wages laws and benefit rules for the labour employed by him.

4.5 The contractor shall maintain muster roll of labourer engaged in the work along with wages being paid to labourer (trade wise). The muster roll shall be available at site for inspection by Engineer-in-Charge or any authorized Govt. Officials.

5. **ROYALTIES** (HQ DGBR letter No. 24228/DGBR/Policy Instr/2016//FRI/E8 dated 22 Jul 2016)

The contractor shall make his own arrangement for procuring materials required under the contract and he shall ensure that the royalty for the material procured by him under this CA has been correctly paid to the concerned authority. Any claim of the royalty by the concerned department on the material procured under this CA shall be settled with concerned authority directly by the contractor. Further, the contractor should ensure that the supply of material is not arranged illegally. An undertaking to this account will be given by contractor before payment of RAR/final bill.

SPECIMEN COPY OF UNDERTAKING

I / We, M/s _____ hereby declare that I /We have supplied the following materials against CA No. CE (P) Dantak/ / 2022-23 during the period from _____ to _____.

<u>Srl No.</u>	<u>Materials</u>	<u>Gross Quantity supplied</u>
(a)		
(b)		
(c)		

It is further certified that the royalty for the above quantity of materials at the applicable rates have been paid by us to the concerned department of the Govt.

(M/s _____)

6. **BLASTING ROCKS**

(a) The contractor shall be responsible for the safe custody and storage of blasting materials in accordance with the rules on the subject. Written authority of the OC shall be obtained before any blasting operations are commenced.

(b) The contractor shall ensure that the charges in blasting are not excessive and that the charged bore holes are properly protected before firing and that proper precautions are taken for the safety of men and property.

(c) Blasting should be generally avoided. In case it is unavoidable less charge controlled blasting may be resorted with the prior permission of the Engineer-in-Charge. The contractor shall be bound to abide by the instructions of the OC regarding the necessity of blasting and the type, number size and pattern of holes to be drilled and also the type , amount and method of firing of explosive to be used. The OC shall reserve the right to restrict the number of charge to be fired at a time so that the hillside is not adversely affected. The contractor shall fire the charges only at such time as approved by the OC and shall have no claim, whatsoever, on account of any delay and extra cost due to carrying out the instructions of the OC and / or taking the safety precautions directed by him.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

7. MOVEMENT OF CONTRACTOR VEHICLES

7.1. Minimum classification of existing bridges on the roads are Class 70 R bridges, contractor should not bring any heavier vehicle/plant/equipment as such vehicle/plant/equipment shall not be allowed on the bridges. The contractor's vehicle may be required to ply in convoys as per directions given by the concerned Civil/Military authorities. No extra payment/time will be admissible on this account.

7.2. In case the condition of these bridges warrant further downwards load classification due to any unforeseen circumstances, the same will be done by OC Contract whose decision shall be final and binding. In case of any such eventuality, the contractor may have to unload his heavy load carried at locations, indicated to suit the load classification indicated by the OC Contract. Any such heavy load carriage thus necessitated across such indicated bridge(s) shall have to be done by the contractor without any additional payment and no claim whatsoever on this account will be entertained.

8. SECURITY RESTRICTIONS

8.1 Contractor intention is invited to condition 18 of IAFW-1815Z contractor shall employ only Indian National/Bhutanese after verifying their antecedents and loyalty. The contractor shall on demand by the Engineer-in-Charge / OC Contract, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge / OC Contract as to the bonafide credential of such people.

8.2 The contractor and his workmen shall observe all the rules promulgated by the authority controlling the area in which work is to be carried out e.g. prohibition of smoking, lighting, fire precautions, search of persons on entry and exit, keeping to specified routes and restricted hours of work etc. Thorough search of all persons and transport may be conducted by the departmental authorities at the site of works at any time and any number of times for security reasons Necessary Permits are to be obtained from Civil Authorities by the contractor, for himself, his staff and labour. Nothing shall be paid extra on this account. During currency of the contract, if anybody is suspected to have any connection with anti-national elements/activities, he will immediately be removed and contractor shall have no claim whatsoever on this account.

9. FREE ACCESS TO SITES AND LOOKING AFTER OF WORKS

The contractor shall give all reasonable facilities to this department personal for the inspection of the works being executed under this contract. He will also provide free access to the works if being executed by this department or other agencies and if such works are located near the sites covered under this contract. Responsibility of all the works covered in this contract will lie on the contractor and these works will be fully completed and accordingly handed over to this department.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

10. TAXES ETC

The tendered amount shall inter-alia be deemed to be inclusive of all taxes, viz work Contract Tax, terminal taxes, toll taxes, Royalty, octroi, **GST**, sale tax/VAT, Service Tax, or any other taxes and the like levies payable under the respective existing country/states etc. No claim on account of any taxes will be payable to contractor whatsoever except as provided in sub para 11 (b) here-in-after.

10.1 GST/Sales Tax are not applicable for Project Dantak. Sales tax exemption certificate will be issued to supplier. For any query regarding **exemption of GST** on import of goods and services **from India to Bhutan**, kindly refer to the following websites for detail information.

- (aa) www.cbec.gov.in/htdocs-cbec/gst/index.
- (ab) www.cbec.gov.in/resources/htdocs-cbec/gst/notfctn-42-igst-rate-english.pdf.
- (ac) www.cbec.gov.in/resources/htdocs-cbec/gst/notfctn-300CGST-rate-english.pdf.

10.2 For Indian Supplier only. As supply to Project Dantak located outside India, no GST is applicable. Indian Supplier / Bidder shall attach undertaking certificate as per the following format mandatorily :-

UNDERTAKING CERTIFICATE

“It is certified that the goods / materials given in the CA No _____ of HQ CE (P) Dantak will be supplied by me / our firm as export and for use in Bhutan. It is declared that no GST cost has been included by me in the rates quoted in above mentioned enquiry”.

Signature with date :

Name of the bidder :

Name of firm with address:

Certificate on account of GST as per Rule No 16 (1) of IGST Act 2017 will be issued on receipt of stores as format of certificate is as given under:-

GST : ZERO RATED SUPPLY CERTIFICATE

1. It is certified that the goods supplied by your firm against CA No _____ for the cost of Rs. _____/- (Rupees _____ only) is a zero rated Supply as per **GST Rule No 16 (1) of IGST Act 2017** as the goods were supplied as an export and to be used in Bhutan by this Project.
2. It is further certified that no amount was paid to your firm by this Project on account of GST

Consignee Unit

11. RE-IMBURSEMENT/REFUND ON VARIATION IN “TAXES DIRECTLY RELATED TO CONTRACT VALUE”(As per latest policy dated 24134/DGBR/558/E8 dated 23 Oct 2007)

11.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including sales Tax/VAT/GST on materials, Sales Tax/VAT/GST on works contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax etc), duties, Royalties, Octroi & other levies payable under the respective states/Area of work. No re-imburement/refund for variation in rates of taxes, duties, royalties, Octroi & other levies, and/or imposition/abolition of any new/existing taxes, duties, Royalties, Octroi & other levies shall be made as provided in sub Para 11.2 here-in-below.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

11.2 The taxes which are levied by Govt. at certain percentage rates of contract sum/amount shall be termed as "taxes directly related to contract value" such as Sales Tax/VAT on works contracts, Turnover Tax, Labour Welfare Cess/tax and like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded by contractor to the Govt/deducted by the Govt. from any payments due to the contractor. Similarly imposition of any new "taxes directly related to contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by the Govt. from the payments due to the contractor.

11.3 The contractor shall within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any "taxes" directly related to contract value" give written notice thereof to the OC Contract stating that the same is given pursuant to this Special Condition, together with all information relating thereto which he may be in a position to supply. The Contractors shall submit the other documentary proof/information as the OC Contract may require.

11.4 The Contractor shall, for the purpose of this condition keep such books of account and other documents as are necessary and shall allow inspection of the same by a duly authorised representative of Govt., and shall further, at the request of the OC Contract furnish, verified in such a manner as the OC Contract may require, any documents so kept and such other information as the OC Contract may require.

11.5 Reimbursement for increase in percentage rates/imposition of "taxes directly related to contract value" shall be made only if the contractor necessarily & properly pays additional "taxes directly related to contract value" to the Govt. without getting the same adjusted, against any other tax liability or without getting the same refunded from the concerned Govt. Authority and submit documentary proof for the same as the OC Contract may require."

11.6 Income Tax at source at the rate notified by the Govt of India/Royal Govt of Bhutan from time to time along with surcharge as applicable shall be deducted from the gross amount of payment of RAR(s)/Final Bill. Similarly, Sales Tax/Service Tax, Excise tax, Chungi/Octroi,Toll tax / Bhutan tax at the rate notified by the Govt from time to time along with surcharge as applicable shall be deducted from the gross amount of payment of RAR(s)/Final Bill. The contractor may ascertain full details in this respect from the concern department(s).

11.7 Tendered amount shall also be deemed to have included the payments of all taxes like registration fee, trade tax, income tax, service tax and other taxes/levies in force and as may be modified from time to time to be paid to Central and State Govt. The contractor may ascertain full details in this respect from the concerned department.

12. **SECURITY OF DOCUMENTS**

The contractor shall not communicate any classified information regarding works/organisation either to the sub contractor or others without prior approval of the Engineer-in-Charge. Any violation on this aspect will be forfeit the right of the contractor to claim any amount due to the contractor whatsoever held with organisation.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

13. **FOREIGN EXCHANGE/IMPORT LICENCE**

No foreign exchange and/or import licence will be arranged by the Department in the connection of work under this contract.

14. **CONTRACTOR'S EQUIPMENTS AT SITE:**

(a) The contractor shall furnish to the Engineer-In-Charge a distribution return of his plant / equipment on the sites of works, stating the following particulars: -

- (i) Particulars of plant / equipment i.e. Make, Machine No, Model No. ,if any, Registration No. if any, Capacity, Year of Manufacture, Year and place of Purchase etc.
- (ii) Total quantity on site of work.
- (iii) Location indicating quantity at the site of work.

(b) For the purpose of this condition, plant / equipment shall include vehicles, trucks and Lorries but not the workmen's tools and / or any manually operated tools / equipment.

(c) The Engineer-In-Charge shall record the particulars supplied by the contractor as aforesaid in the works diary and send a return to OC Contract for record in his Office.

(d) The first return shall be submitted immediately after any plant or equipment is brought to the site. Thereafter every week changes in return shall be furnished in the following form:-

Ser No	Particulars of Plant / Eqpt	Total No at site of work	Location	Remarks
--------	-----------------------------	--------------------------	----------	---------

Additional since -----
Reduction since -----
(Signature of contractor)

(e) A complete return showing the upto date position of plant / equipment at site shall be submitted on 15th of every month till the works are completed and the site cleared.

(f) No tool, plant /equipment shall be removed off the site without written approval of the OC contract.

15. **FOSSILS**

15.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the site shall be placed under the care and authority of the Employer. The contractor shall take reasonable precautions to prevent contractor's personnel or other persons from removing or damaging any of these findings.

(Signature of the Contractor)

EE (C)
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For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

15.2 The Contractor shall, upon discovery of any such findings, promptly give notice to the Engineer-in-Charge / OC Contract, who shall issue instructions for dealing with it. If the contractor suffers delay and / or incurs cost from complying with the instructions, the contractor shall give a further notice the Engineer-in-Charge / OC Contract describing in details the delay sustained by him and cost measured by him for following the instructions of the Engineer-in-Charge / OC Contract in dealing with the fossils along with all supporting documents / proof, within 7 days of the occurrence. The contractor then be certified for the following.

- (a) An extension of time for any such delay, if completion is or will be delayed due to such act in following the instructions of the Engineer-in-Charge / OC Contract.
- (b) Payment of any such cost, which shall be included in the Contract Price.

15.3 After receiving this further notice, the Engineer-in-Charge / OC Contract shall examine the case with facts and figures and disagreements if any will be communicated to the contractor.

15.4 In case of any disputes, the matter shall be referred to the Accepting Officer whose decision shall be final and binding.

16. **DELIVERY SCHEDULE** (HQ DGBR letter No. 71004/DGBR/73/ADG Sectt dated 08 Dec 2014)

(a) Material shall be delivered to keep the departmental works going smoothly. The delivery schedule appended below shall be followed for Part I and Part II. Failure to supply material as per the delivery schedule shall attract non-revocable penalty every time contractor failing to supply the material.

Period at the end of (from the date of handing over of site as per WO)	Minimum supply during the period	Non revocable penalty in case of failure in percentage of full contract value of materials
45 days	25% of all items	0.50%
90 days	Upto date total 50% of all items	Additional 0.50%
135 days	Upto date total 75% of all items	Additional 0.50%
180 days	Upto date total 100% of all items	Additional 0.50%

Note :- Compensation for delay beyond 180 Days shall be as per the General Conditions of Contracts Clause 24 of IAFW-1815(Z) subject to maximum of 10%.

(b) Delivered material shall be stacked and measured on weekly basis in presence of rep of contractor, recorded in work diaries, signed by the Engineer-in-Charge as well as rep of contractor and informed to TF by signal/fax/e-mail. If rep of contractor does not report, the measurement will be taken in absentia. A work diary shall be maintained and signed by Engr-in-Charge and rep of contractor daily. The contractor shall intimate the name, address and contact number with two photographs of his rep to the OC Contract before placement of Work Order

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

(c) Acceptance of delivery at site in no way be considered as acceptance of material unless it is tested for its grading, Water absorption, Aggregate Impact Value/Abrasion value by the Engr-in-Charge. It will be the pure discretion of the Engr-in-charge to get the test done in departmental laboratory or in third party independent laboratory. If the material is found sub-standard in third party independent laboratory, no excuse of the contractor regarding third party independent testing will be tenable. Contractor will not have any say where Engineer-in-Charge decides to test the material. In all cases the cost of tests is to be borne by the contractor only. Sample material shall be provided in 20 kg sealed jars and kept in sample room with Engr-in-charge.

(d) Once OC Contract and Engineer-in-Charge detailed he will not be changed unless posted out. During leave period alternate officer can be detailed who shall act as officiating OC Contract and Engineer- in-charge.

(e) If contractor decides to provide metal of pure grade (only one grade) at a time he will be asked to supply in such a manner all grades that required grade can be made at site. Measurement shall be restricted to the extent that required can be made by mixing pure grade metal at site.

(f) Hand broken stone metal may be accepted for GSB. For WBM, DBM & AC, crushed stone metal approved by Engineer-in-Charge as per specification will only be accepted.

(g) As far as possible photographic record of stacks shall be maintained serially using mobile camera.

(h) Engineer-in-Charge shall ensure dumping place is provided to contractor at least 3 days in advance and endorsement to this effect shall be made in work diaries.

(j) Situation may arise to modify delivery schedule. It will be done under the joint signatures of Commander and OC Contract.

(k) Commander shall ensure payment is made to contractor in time i.e. within 7 days of presentation of bill. In case of failure and non likely hood of releasing payment due to any circumstances like sufficient cash assignment not placed or job under RAE etc he will inform contractor in writing obtain a receipt and proceed to suspend the contract or allow contractor to continue with supply with undertaking that contractor shall not claim interest for late payment.

(l) No extension of time shall be provided for routine excuses such as :-

- (i) Labourers going on leave due to festival/cultivation season etc.
- (ii) Self or family member of contractor falling sick.
- (iii) Area under Anti-national activities and ransom being asked by local goonda elements.
- (iv) Crusher/Truck becoming defective or electric supply erratic.
- (v) Diesel not available in local market.

(Signature of the Contractor)

EE (C)
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For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

(vi) Earthquake/rain/fire/flood etc unless declared as calamity by the Govt./Administration (Minimum supply as per supply schedule to be ensured, what may come).

(m) **Extension may be provided if:-**

(i) Department is not in a position to clear RAR and backlog has exceeded 1/5th of CA amount.

(ii) OC Contract/Engineer-in-charge not able to provide dumping space or any other departmental reason.

17. MOBILISATION ADVANCE (Amended vide HQ DGBR letter No. 24556/सी.स.म./दन्तक/सामान्य/92/ई8 dated 25 Nov 2021): -

(a) Mobilisation advance shall be restricted to 10% of Contract Agreement amount.

(b) **Applicable in cases, where the total amount of Mobilization Advance does not Exceed Rs. 500 lakhs.**

"Mobilization Advance against non-Revokable Bank Guarantee.

(i) Interest bearing mobilization advance restricted to 10% of Contract Agreement amount shall be given to the Contractor if he so desires and on his specific written request, on production of non-revokable Bank Guarantee(s) for the corresponding amount on an approved form of scheduled Bank. The Bank Guarantee(s) shall indemnify the Govt. Against non-refund of mobilisation advance and also against default on Contractors part in performance of the contract. The rate of interest shall be 10% per annum simple interest.

(ii) The mobilisation advance shall be paid to the Contractor within 30 days of acceptance of the Bank Guarantee(s) furnished by him, by Accepting Officer. The amount of mobilisation advance together with interest shall be recovered from the payments made to the Contractor against "Advance on account", under condition 64 of IAFW-2249, General Conditions of Contracts.

(iii) The amount of mobilisation advance shall be recovered in suitable number of equal monthly/** fortnightly instalments as stipulated here after. The first instalment of recovery shall be effected from the 'Advance on Account' payment made immediately following the payment of mobilisation advance and the last instalment of recovery shall be effected during the (third/fourth) *** month preceding the month in which the due date of completion stipulated in the first work order falls.

** Delete whichever is inapplicable.

***Specify "third month" in respect of contract having a period of completion of 24 months or less and "fourth month" in respect of contracts having a period of completion exceeding 24 months.

(iv) The Contractor shall furnish a number of Bank Guarantees equal to number of installations for recovery, each to match the quantum of recovery to be effected from the 'Advance on Account'. In case, recovery is not possible to be effected from any particular 'Advance on Account' for reasons of non-submission of claim for payment of 'Advance on Account' any other reason whatsoever, the recovery due shall be made by encashing the Bank Guarantee.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD)

(c) Applicable in cases where the Total amount of Mobilisation Advance Exceeds Rs. 500 lakhs.

"Mobilization Advance against non-Revokable Bank Guarantee.

(i) Interest bearing mobilisation advance restricted to 10% of Contract Agreement amount shall be given to the Contractor if he so desires and on his specific written request, in two installments, on production of non-revokable Bank Guarantee(s) on an approved from a schedule Bank. The Bank Guarantee (s) shall indemnify the Government against non-refund of mobilisation advance and also against default on Contractor's part in performance of the Contract. The rate of interest shall be 10% per annum simple interest.

(ii) The first installment of mobilisation advance shall be Rs.500 lakhs and shall be paid to the Contractor within 30 days of acceptance of the Bank Guarantee(s) for Rs.500 lakhs furnished by him, by the Accepting Officer. The second installment of balance mobilization advance shall be paid to the Contractor after 6 months of payment of the first installment provided Bank Guarantee(s) for the corresponding amount has/have been furnished by the Contractor, at least one month in advance and accepted by the Accepting Officer.

(iii) The total amount of mobilisation advance together with interest shall be recovered from the payments made to the Contractor against "Advances on Account", under Condition 64 of IAFW-2249, MES General Conditions of Contracts.

(iv) The amount of mobilisation advance shall be recovered in monthly**/fortnightly installments as stipulated hereinafter.

** Delete whichever is inapplicable.

(aa) Against the first installment of mobilisation advance of Rs.500 lakhs, the first installment of recovery shall be effected from the 'Advance on account' payment made immediately following the payment of mobilisation advance of Rs.500 lakhs and the last installment of recovery shall be effected during the third/fourth month *** preceding the month in which the due date of completion stipulated in first Work Order falls. The various installments of recovery shall be equal amounts.

*** Specify third months in respect of contract having a period of completion of 24 months or less and fourth month in respect of contracts having a period of completion exceeding 24 months.

(bb) Against the second installment of mobilisation advance, the first installment or recovery shall be effected from the 'Advance on Account' payment made immediately following the payment of mobilisation advance of second installment and the last installment of recovery shall be effected during the third/fourth month** preceding the month in which the due date of completion stipulated in first Work Order falls. The various installments of recovery shall be equal amounts. The recovery in installments of this mobilisation advance shall be of in addition to the recovery in installments of the mobilisation advance of first installment.

** Specify third months in respect of contract having a period of completion of 24 months or less and fourth month in respect of contracts having a period of completion exceeding 24 months.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD)

(v) The Contractor may furnish one Bank Guarantee or a number of Bank Guarantee (s) equal to number of installments for recovery, each to match the quantum of recovery to be effected from the 'Advance on account'. In case recovery is not possible to be effected from any particular 'Advance on Account' for reasons of non-submission of Claim for payment of 'Advance on Account' or for any other reasons whatsoever, the recovery due shall be made by encashing the Bank Guarantee."

(d) Advance Mobilisation Guarantee format will be followed as updated format Form DPM-16 prescribed by MoD in defence procurement Manual (present format enclosed at annexure I to special conditions). The authenticity of such BGs shall also be invariably verified from the issuing bank, confidentially and independently by the organization.

(e) There shall be a 15% interest charged on delayed recoveries either due to the late submission of bill by the contractor or any other reason besides the reason giving rise to the encashment of Bank Guarantee as stated above.

(f) Utilization certificate from the contractor for the mobilization advance

18. **PERMIT FROM LOCAL AUTHORITIES FOR PLYING EQUIPMENTS**

Contractor shall make his own arrangements for obtaining necessary permit from local authorities for plying his equipments for the work in accordance with the rules and regulations of the land. However, department shall provide full cooperation and assistance in obtaining the necessary permission for the same.

19. **ELECTRICITY AND WATER**

No electricity or water will be supplied by the department. The contractor shall make his own arrangement for necessary power and water, if required.

20. **RATES QUOTED**

20.1 Unit rate shall be deemed to include the provisions for all materials, stores, labour, process, operations and requirements detailed in particular specifications irrespective of whether these appear as specific items or not in the Schedule A.

20.2. Unit rates quoted shall also deemed to include all charges/expenses on account of all Veh/Eqpts required for completing the work as specified in Schedule A, Sales Tax, Service Tax, Work Contract Tax, Octroi, Labour Welfare Cess, interstate barrier charges or any other charges which are required for completion of work as per Schedule A /Work Order.

20.3. The rate quoted shall also include transportation of equipments upto work site including loading/unloading charges.

21. **APPOINTMENT OF ARBITRATOR IN CASE OF CONTRACT AGREEMENTS TO BE EXECUTED BETWEEN BRO AND GOVT OF INDIA UNDERTAKINGS/ ENTERPRISES.**

In the event of any dispute or difference between the parties hereto, such dispute of difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. In the event of any such dispute or differences relating to the interpretation and application of the provisions of contracts where such resolution is not possible then the unresolved dispute or differences shall be referred by either party to the Arbitration of one of the Arbitrators in the department of Public Enterprises to be nominated by the Secretary to the Government of India In charge of the Bureau of Public Enterprises, and in such case the **Arbitration and Conciliation Act** shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon both the parties in the dispute. Provided, however, any party, aggrieved by such award, may make a further reference for setting aside or revision of the award to the law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

(Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

22. MEASUREMENT FOR PAYMENT

Measurements pertaining to the work completed under this contract will be recorded and signed in the Measurement Book (IAFW-2261) by the Junior Engineer after taking in to account that the required laboratory tests have been done as per the limits stipulated and as per the frequencies laid down in the "Particular Specifications" of this contract agreement and MORT&H Specifications for Road and Bridge Works (Fifth Revision) and connected documents thereof and test results are found satisfactory and proper records are maintained.

- (a) The measurement recorded by the Junior Engineer shall be 100% checked and signed by the Engineer-in-Charge.
- (b) 25% test check will be carried out by OC Contract on each day of measurement by the Engineer-in-Charge.
- (c) 5% test check will be carried out by the Cdr Task Force before making payment to the Contractor.
- (d) The measurements should also be signed by the contractor as token of acceptance of the measurement.
- (e) In case of discrepancies in arriving out work done details, the decision of the Accepting Officer will be final and binding for both the parties.

23. ACCEPTANCE OF MATERIALS

The Engineer-in-Charge/OC Contract shall exercise control over the quality of materials supplied under Schedule 'A' by carrying out necessary quality checks/test results as specified in the particular specifications.

24. PAYMENTS

Payment to the parties will be made in INR in the following manner:-

- (a) No advance payment will be made to the contractor against any material if not properly safeguarded against loss / damage due to natural calamities / theft. (Condition 33 of IAFW-1815 (Z) shall be deemed amended to this extant).
- (b) No payment shall be made for any rejected work
- (c) Taxes (Income tax , and other taxes applicable in Royal Govt of Bhutan like service tax / sales tax / VAT/GST on works contracts, Labour Cess etc) shall be deducted at source from the payment due to contractors as per prevailing laws / statutory orders and TDS certificate shall be issued to the contractor.
- (d) All payments will be made by e-payment / account payee cheque.

25. CO-OPERATION WITH OTHER AGENCIES

The contractor shall permit free access and generally afforded reasonable facilities to other agencies or departmentally workmen engaged by the Govt to carry out their part of the work, is any, under separate arrangements.

(Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

26. **SUPPLY OF COLOUR RECORDS PHOTOGRAPHS, ALBUMS AND VIDEO CDs**
Contractor shall provide/supply of colour record photographs, albums and video CDs at various stages/facts of the work without any extra cost as per clause 125.1, 125.2 & 126.1 of MORT&H specification.
27. **VENUE OF ARBITRATION:** Place of arbitration hearing shall be as per decision of Arbitrator.
- 27.1. **ARBITRATION** (Refer Clause 37 of Condition of contract of IAFW-1815 (Z))
- 27.2. All disputes or differences arising as aforementioned, other than those for which the decision of the Accepting Officer or any other person is by the contract expressed to be final and binding shall be referred to Sole Arbitrator under condition No 37 of General Conditions of contract IAFW-1815 (Z) after written notice by either party of the contract to the other of them.
28. **Defects Liability Period** : Defects liability period for this supply will be **06 calendar months**.
29. **CONTRACT LABOUR (R&A) ACT 1970**
- 29.1. The contractor shall get himself registered with Asst Labour Commissioner, Siliguri as required under contract labour (Regulation and Abolition) Act 1970. If he does not fall within the purview of said act, he shall obtain a no objection certificate from ALC, Jalpaiguri to above effect. A copy of the certificate of registration or the no objection certificate (as the case may be) shall be submitted by him to the Accepting Officer within 15 days of the award of the work. In the event of non-compliance, the contractor shall be liable for punitive action under CL (R&A) Act 1970.
30. **REGISTRATION FEE/TRADE TAX/INCOME TAX ETC.**
Tendered rates/amount shall also be deemed to include the payment of all taxes like Registration fee, Trade Tax, Income Tax and other taxes/levies to be paid to the Govt of India/Royal Govt of Bhutan already in force and as may be modified from time to time. The contractor may ascertain full details on this respect from the concerned department(s).
31. **ESCALATION**
No claim of reimbursement is admissible under this contract including extended period, if any.
32. **INCOME TAX**
Indian Income Tax as applicable and BCT @ 3% will be deducted at source from Indian contractor, the TDS will be applicable as per Article 22 of DTAA between Royal Govt of Bhutan and the Govt of India (Authy: DRC-TAX/DTAA-INDIA/1608 dt 03.12.21015). BCT @ 2% will be deducted at source from Bhutanese contractor.
33. **DEDUCTION OF TAX AT SOURCE**
Income tax along with surcharge, service/work contract tax including labour welfare cess shall be deducted at source as applicable.
34. **REGISTRATION**
The contractor is required to get his firm registered with Sales Tax Department and Asst labour Commissioner Siliguri under contract labour (R&A) Act and Building and other construction workers Act 1996. A copy of valid registration certificate issued will be submitted to Commander Contract while processing RARs/Bills.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

35. MANDATORY REQUIREMENT FOR MAKING PAYMENTS: E-PAYMENT THROUGH NEFT/RTGS/ECS/EBS.

35.1 All payment will be made through E-payment and hence tenderers must furnish details in the following format along with blank cheque leaf:-

NEFT FORM

FIRM/CONTRACTORS NAME (As per the account)	
PARTICULARS OF BANK ACCOUNT	
A	Bank name
B	Branch Name
Address	
Telephone No.	
C	9-DIGIT Code Number of the Bank & Branch appearing on the MICR Cheque issued by the Bank
D	Account Type (S.B. Account/Current Account or Cash Credit) with Code
E	Ledge No. / Ledger Folio No.
F	Account Number (As appearing on the Cheque Book)
G	Date of Effect
H	IFSC Code for NEFT
J	IFSC Code for RTGS
K	MICR Code
L	Contract number
M	E-Mail ID
Note : Please attach, a blank cancelled cheque for verification of the above particulars.	
I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.	

Dated

Signature of the Contractor (seal)

Certified that the particulars furnished above are correct as per our records.

Signature of the Bank Officer

35.2 Payment may also be made by means of a crossed cheque ("A/C payee only") to the contractor at the discretion of paying authority. In case the payment through cheque is made by post, the postage charges will be deducted from the net amount due to the contractor.

36. ADJUSTMENT OF TAX CONSEQUENT UPON AMENDMENT TO CONSTITUTION:

The tendered rate shall also be inclusive of all statute levies and State/Union Territory/shall tax on works contract payable under the respective statutes pursuant to the constitution stipulated by the tenderers regarding sales tax on works contracts will not be considered and such tender will be liable for rejection.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

37. Legal jurisdiction for this contract agreement shall be “**Courts at Siliguri/ Kolkata in the State of West Bengal**” .

38. **TESTING OF MATERIALS**

38.1 Departmental officers concerned with the contract shall have power any time to inspect and examine any of the supplies intended to be used in the execution of the contract, either at the place or places of delivery or at any factory or workshop or other place where such supplies are being manufactured, or at any place where the same are lying or from which they are being obtained and the contractor shall give such facilities as may be required to be given for such inspection and examination.

38.2 The Engineer-in-charge shall be entitled to have tests made if any of the supplies delivered by the contractor. The Contractor shall provide the necessary testing equipments for checking of the physical properties of the supply of materials made by the Contractor as directed by the E-I-C. If at the discretion of the Engineer-in-charge an independent expert is employed to make any such tests, his charges shall be borne by the contractor, only if the tests disclosed that the said supplies are not in accordance with the provision of the contracts.

38.3. The laboratory charges for testing of material either carried out from Govt Laboratory or departmental Laboratory will be paid by the Contractor for all the tests carried out on samples. The rate will be as applicable at time of testing of material.

38.4 The Contractor shall also agree to the laboratory testing results of the materials supplied by him in any of the laboratories to be arranged by the Department. The materials found substandard by Engineer-in-Charge or any other officer/Board of Officers detailed by the Accepting Officer for inspection, checking any testing etc. within the contract period or afterwards within 6 (six) calendar months as per clause 20 of IAFW -1815 (Z), General Conditions of Contract, shall be rejected. The Contractor shall have no claim on account of supply and removal of the rejected quantity of item.

39. **REJECTED MATERIALS**

39.1 The rejected materials shall at once be removed from the site by the contractor on receipt of orders otherwise Engineer-in-Charge reserves the right of removing such rejected materials at the risk and cost of contractor after issuing the notice in writing to the contractor. The rejected materials thus removed will be disposed off to the best interest of Govt and contractor will have no claim on this account.

40. **MEASUREMENTS**

40.1 All measurements for materials shall be properly recorded in the measurement books as and when these are brought and stacked at site. The measurement shall be recorded as per IS-1200 (Part-VII) of 1969.

40.2 Contractor shall arrange labour and other tools required for taking the measurements. Contractor shall not be entitled to any extra payment on this account. In case the contractor or his accredited representative fails to report for taking joint measurements at the appointed date and time, as intimated by the Engineer-in-charge in writing, the measurements shall be taken by the Engineer-in-Charge without presence of contractor or his accredited representative and measurement thus taken shall be final and binding on the contractor.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS OF CONTRACT (Contd....)

40.3 Unless otherwise directed, measurements shall not be taken until sufficient materials for use on the road have been collected and stacked properly by the contractor. Immediately after measurements, the stacks shall be marked with white paint/lime by the contractor or by any other means as directed by the Engineer-in-Charge.

40.4 Materials supplied at the site shall be paid for in cubic meters. The actual volume of the materials to be paid for shall be computed after deducting the specified percentage for voids from the volume computed by stack measurements, as given below:-

Srl No.	Standard Size of stone/aggregates	Percentage rededuction in volume computed by stack measurements to arrive at the volume to be paid for
1	22.4mm,11.2mm,and 6.7mm	5.00 %
2	Fine aggregates (Sand/stone dust)	5.00 %*

(*) Deduction on account of surface moisture and bulrage will be extra to arrive actual quantity which will be ascertained after requisite tests as mentioned in Particular Specifications.

41. **STACKING**

41.1 The materials to be supplied under this contract such as Stone metal, stone chips, coarse river sand and stone dust shall be stacked in regular stack of suitable profile as per the direction of Engineer-in-Charge. Stacking shall be on level ground to be delivered by the Contractor. When measured by the department, measured stacks shall be marked with non-washable paints etc. and as directed by the Engineer-in-Charge.

41.2 The Contractor shall be responsible to level the ground and make the regular stacks of suitable profile along the road at his risk and cost, and/or as directed by the Engineer-in-Charge to facilitate easy and proper taking of the measurement by the Engineer-in-Charge. No extra charges shall be admissible to Contractor on this account.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

Annexure-I to Special Condition
FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT

From :

Bank _____

To

The President of India

Sir,

1. With reference to contact Agreement No. _____ concluded between the President of India, hereinafter referred to as "The Government" and M/s _____ hereinafter referred to as the "the contractor" for _____ as detailed in the above contact agreement hereinafter referred to as "the said contract" and in consideration of the Government having agreed to make an advance payment in accordance with the terms of the said contract to the said contractor, we the _____ bank, hereinafter call 'the Bank' hereby irrevocably undertake and guarantee to you that if the said contractor would fail to provide works in accordance with the terms & conditions of the said contract for any reason whatsoever or fail to perform the said contract in any respect or should whole or part of the said on account payments at any time become repayable to you for any reason whatsoever, we shall, on demand and without demur pay to you all and any sum up to a maximum of Rs. _____ (Rupees _____ only) paid as advance to the said Contractor in accordance with the provisions contained in clause _____ of the said contract.

2. We further agree that the Government shall be the sole judge as to whether the contractor has failed to provide works in accordance with the terms & conditions of the said contract or has failed to perform the said contract in any respect or the whole or part of the advance payment made to contractor has become repayable to the Government and to the extent and monetary consequences thereof by the Government.

3. We further hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the Government stating the amount claimed. Any such demand made on the Bank shall be conclusive and binding upon us as regards the amounts due and payable by us under this Guarantee and without demur. However, our liability under the Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

4. We further agree that the Guarantee herein contained shall remain in full force and effect for a period upto _____ (03 months + due date of recovery of advance) unless the Government in his sole discretion discharges the Guarantee earlier.

5. We further agree that any change in the constitution of the Bank of the constitution of the contractor shall not discharge our liability hereunder.

6. We further agree that the Government shall have that fullest liberty without affecting in any way our obligations hereunder with or without our consent or knowledge to vary any of the terms and conditions of the Said contact or to extend the time of development/delivery from time or to postpone for any time or from time to time any of the powers exercisable by the Government against the contractor and either to forebear or enforce any of the terms and conditions relating to the said contact and we shall not be relieved from our liability by reason of any such variation or any indulgence or for bearance shown or any act or omission on the Government or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

7. We lastly undertake not to revoke the Guarantee during the currency of the above said contract except with the prior consent of the Government in writing.

Yours faithfully,
(For

_____ Bank

(Authorised Attorney)

Place : _____

Date : _____

Seal of Bank

Signature of the Contractor)

SW
for Accepting Officer

PARTICULAR SPECIFICATIONS

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”

1. **SUPPLY OF STONE AGGREGATES FOR DBM 50MM AND BC 40MM WORKS**

1.1 **Scope (as per clause No 520.1 of MoRT&H Specifications for Road and Bridge)**

This Specification Clause shall apply to the supply of stone aggregates only. The work shall consist only of collection, transportation and stacking the stone aggregates and stone filler for subsequent use in pavement courses. The actual work of laying the pavement courses shall, however, be governed by the individual Specification Clause for the actual work, given elsewhere in this Specification. The size and quantities of the aggregates to be supplied shall be so selected by the Engineer that the grading requirements set forth in the individual Specification Clauses for the pavement courses, for which the supply is intended, are satisfied. All the materials shall be procured from approved sources and shall conform to the physical requirements, specified in the respective.

1.2 **Sizes of Stone Aggregates**

The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 500- 49 of MoRT&H Specifications for Road and Bridge(fifth revision)

1.3 **Stacking**

1.3.1 **Coarse Aggregate**

Only the aggregates satisfying the Specification requirements shall be conveyed to the roadside and stacked. Each size of aggregate shall be stacked separately. Likewise, materials obtained from different quarry sources shall be stacked separately and in such a manner that there is no contamination of one source with another.

Size requirements for Coarse Stone Aggregates (As per Table 500- 49 of MoRT&H specifications for Road and Bridge (fifth revision)

S/No	Nominal Size of Aggregate	Designation of sieve through which the aggregates shall wholly pass	Designation of sieve on which the aggregates shall be wholly retained
1.	22.4mm	26.55mm	13.2mm
2.	11.2mm	13.2mm	6.7mm
3.	6.7mm	11.2mm	2.8mm

1.4 **Quality Control of Materials**

Quality control tests on materials supplied against this contract shall be carried out through various tests at the cost of contractor to the frequency in accordance with Section 900-4(5) (MoRT&H specifications for Road and Bridge (fifth revision).

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd....)

Materials shall only be brought to site from a previously tested and approved source, and any materials not conforming to the requirements of the Specification shall be rejected by the Engineer and removed from the work site.

S/No	Type of Test	Frequency
(a)	Aggregate Impact Value	One test per 350 cum of aggregates for each source and whenever there is change in the quality of aggregate.
(b)	Flakiness Index and Elongation Indices	One test per 350 cum of aggregates for each source and whenever there is change in the quality of aggregate.
(c)	Soundness test (Sodium or Magnesium Sulphate Test)	One test for each source and whenever there is change in the quality of aggregates.
(d)	Water absorption	One test for each source and whenever there is change in the quality of aggregates.
(e)	Sand Equivalent Test	One test for each source and whenever there is change in the quality of aggregates.
(f)	Plasticity Index	One test for each source and whenever there is change in the quality of aggregates.
(g)	Polished stone value	One test for each source and whenever there is change in the quality of aggregate
(h)	Percentage of fractured face	One test per 350 Cum of aggregate when crushed gravel is used.

1.4.1 Physical Requirement for coarse aggregates : Table 500-8 of MORT&H specifications for road and bridges work

Property	Test	Specification	Method of Test
Cleanliness (dust)	Grain size analysis	Max 5% passing, 0.075 mm sieve	IS:2386 Part I
Particle shape	Flakiness and Elongation Index (Combined)	Max 35%	IS:2386 Part I
Strength*	Los Angles Abrasion value Aggregate Impact Value	Max 35% Max 27%	IS:2386 Part IV
Durability	Soundness Sodium Sulphate Magnesium Sulphate	Max 12% Max 18%	IS:2386 Part V
Water absorption	Water absorption	Max 2%	IS:2386 Part III
Stripping	Coating and Striping of Bitumen Aggregate Mixtures	Minimum retained Coating 95%	IS:6241
Water Sensitivity**	Retained Tensile Strength	Min 80%	AASHTO 283

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd....)

1.5 **Fine Aggregates** (As per clause 500.2.3 of MoRT&H specifications for Road and Bridge (fifth revision))

Fine aggregates shall consist of crushed or naturally occurring mineral material, or a combination of the two, passing the 2.36mm sieve and retained on the 75 micron sieve. These shall be clean, hard, durable, dry and free from dust, and soft or friable matter, organic or other deleterious matter. Natural sand shall not be allowed in binder course. However natural sand up to 50 percent of the fine aggregate may be allowed in base courses. The fine aggregate shall have a sand equivalent value of not less than 50 when tested in accordance with the requirement of IS : 2720 (Part 37). The plasticity index of the fraction passing the 0.425 mm sieve shall not exceed 4, when tested in accordance with IS : 2720 (Part5).

1.6 **COMBINED GRADING REQUIREMENT**

In addition to the above, the nominal size of coarse aggregates and the fine aggregate when mixed in the proportion should be able to produce "Graded Aggregates for **DENSE BITUMINOUS MACADAM (DBM) and BITUMINOUS CONCRETE (BC)** as grading given in Para 1.6.1 & 1.6.2 respectively :-

1.6.1 **DENSE BITUMINOUS MACADAM (DBM).** When tested in accordance with IS-2386 Part-I (wet sieving method) the combined aggregate grading for the particular mixture shall fall within the limit shown as under and stipulated in Table 500-10 of "Specification for Road & Bridge Works" issued by the Ministry of Road Transport & Highway (5th Revision). To avoid gap grading, the combined aggregate gradation shall not vary from the lower limit on one sieve to higher limit on the adjacent sieve:-

PARTICULAR SPECIFICATIONS (Contd....)

Grading	02
Nominal aggregate	26.50 mm
Layer Thickness	50-75 mm
IS Sieve (mm)	Cumulative Percent by weight of total aggregate passing.
37.50	100
26.50	90-100
19.00	71-95
13.20	56-80
4.75	38-54
2.36	28-42
0.3	7-21
0.075	2-8

1.6.2 **BITUMINOUS CONCRETE.** When tested in accordance with IS-2386 Part-I (wet sieving method) the combined grading of the aggregates shall conform to the grading given below and stipulated in Table 500-17 of "Specification for Road & Bridge Works" issued by the Ministry of Road Transport & Highways (5th Revision). To avoid gap grading, the combined aggregate gradation shall not vary from the lower limit on one sieve to higher limit on the adjacent sieve :-

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

GRADING REQUIREMENTS OF AGGREGATES FOR BC WORKS

Grading	02
Nominal aggregate	13.20mm
Layer Thickness	30-40 mm
IS Sieve	Cumulative Percent by weight of total aggregate passing.
19.0	100
13.2	90-100
9.5	70-88
4.75	53-71
2.36	42-58
1.18	34-48
0.6	26-38
0.3	18-28
0.15	12-20
0.075	4-10

1.6 Measurement for Payment

Coarse and fine aggregates supplied to the site shall be paid for in cubic metres. The actual volume of the aggregates to be paid for shall be computed after deducting the specified percentages in Table 500-50 ('Specification for Road & Bridge Works" issued by the Ministry of Road Transport & Highways (5th Revision), from the volume computed by stack measurements, to allow for bulking.

Srl No.	Standard Size of Aggregates	Percentage rededuction in volume computed by stack measurements to arrive at the volume to be paid for
1	22.4mm, 11.2mm, and 6.7mm	5.00 %
2	Fine aggregates (Sand/stone dust)	5.00 %

Unless otherwise directed by the Engineer, measurements shall not be taken until sufficient materials for use on the road have been collected and stacked. Immediately after measurement, the stacks shall be marked by white wash or other means as directed by the Engineer.

1.7 The matter shall be referred to the Accepting Officer for his decision in the event of any misunderstanding as regards to the interpretations of particular specifications; whether materials obtained from quarries mentioned hereinbefore conform to the laid down specifications or any other matter; as mentioned in these tender documents and the decision of the Accepting Officer shall be final and binding on all such issues.

1.8 Latest version/revision of all IS/IRC codes and MoRT& H Specifications for Road and Bridge works referred will be followed.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

PART-II PRICED BID
SCHEDULE – 'A' NOTES
(LIST OF WORKS AND PRICES)

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”

Notes:-

1. Quantity Shown in BOQ (Schedule 'A') is approximate and is inserted as guide only. These shall, however not be varied beyond the limits laid down in condition 5 of IAFW-1815 (Z) General Condition of Contracts.
2. The rates and amount in BOQ (Schedule 'A') are to be filled in by the tenderer. The rates shall be filled both in figures as well as in words. In case of variation between the rates quoted in figure and words, the rates in words shall take precedence.
3. **Period of Completion:-** The entire works of Schedule 'A' under this contract shall be completed within **180 Days** for 100% supply of material from the date of commencement of work as per work order No. 01, which will be generally within one month from the date of issue of acceptance letter.
4. Any drawings mentioned in Tender Documents / particular specifications but it is inadvertently not included in the list of drawings, shall also be deemed to form part of the contract and tenderer may see such drawings / details in the office of Accepting Officer / concerned OC Contracts and shall be supplied by the Deptt.
5. The layout of work as indicated in site plan / layout plan is tentative and may be varied where necessary at the discretion of the OC Contract. The contractor shall not be entitled for any claim on account of any such variation.
6. The rates to be quoted by the tenderer in this BOQ (schedule A) shall be deemed to include for the provision of all labour and materials, loading and unloading and transportation if required, tools, plants, equipments and tackle , process, operations and specific requirements details in this schedule in the particular specifications and elsewhere in this tender documents and for the full, entire and final completion of the work in accordance with the provisions of these tender documents.
7. The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including Sales Tax / VAT/GST on materials, Sales Tax / VAT/GST on works contracts, Turnover Tax, Service Tax , Entry tax, Labour welfare Cess / tax etc as applicable in Royal Govt of Bhutan), duties, Royalties, Octroi, State Entry Tax & other levies payable under the respective statutes. No re-imburement / refund for variation in rates of taxes, duties, royalties, Octroi, State Entry Tax & other levies, and or imposition / abolition of any new / existing taxes, duties, royalties, octroi, State Entry Tax & other levies shall be made except as provided in Special conditions.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SCHEDULE – ‘A’ NOTES CONTD...

8. The rates to be quoted by the tenderer in respect of these works shall be deemed to include for all minor details of construction which are obviously and fairly intended and which may not have been specifically mentioned in the tender documents but which are essential for satisfactory execution and completion of work. In case of difference of opinion between the OC Contract and the Contractor as to what constitutes a minor detail of construction, the decision of Accepting Officer shall be final and binding.

9. Rates to be quoted by the contractors shall be deemed to include for all items of work as described, specified in Particular Specifications and on drawing.

10. The rates to be quoted by the contractor for various items shall include for “material and labour”/“Supply and fix” connecting, jointing, Testing and Commissioning complete unless otherwise specifically mentioned therein.

11. The amount of contract is not firm but shall be treated as the contract sum as referred to in condition 1 (I) of IAFW-1815 (Z).

12. The supplies under this contract are to be made for **“SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”** or as directed by the OC Contract / Engineer-in-Charge.

13. Measurements of work done shall be as per units of items given in Schedule ‘A’ and this mode of measurement shall take as per clause 113 of MORT&H Specifications for road and Bridge works (latest revision). The rate be quoted considering Clause 114 of MORT&H specifications (latest revision).

14. Unit RM, mm, cum or Cm, Sqm, Kg, MT and Quintal or Qtl wherever mentioned in the tender documents denotes the unit, Running Meter, Millimeter, Cubic Meter, Square Meter, Kilogram, Metric Tonne and Quintal respectively.

15. The works under this contract will be carried out within the working hours as per the directions of Accepting Officer or the officer so detailed by him for administration of this contract.

16. The security will be arranged by the contractor for his personnel and equipment during the execution of work. No compensation will be paid by BRO on account of any loss / damage to personnel, property, Veh/Eqpt/Plant of contractor during execution of work on any account.

17. Site for execution of work shall be handed over on the date of commencement of the work as indicated in the work order No. 01. In case it is not possible for the department to hand over the entire site on the date of commencement and certain portion of the site is handed over later on then contractor shall make his planning/ deployment of resources accordingly and no claims of whatsoever nature on account shall be entertained.

18. The tender will be considered for acceptance as a whole as per the discretion of the Accepting officer and the bidder will have no claim on this account.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SCHEDULE - 'A'

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK"

S/ No	Description of items	Unit of supply	Approx No of units as per stack measurement (Gross Qty)	Approx No of units for payment (Net Qty)	Unit rate per Cum of Net Qty (In Rs.)	Total amount (In Rs.)	Period of completion
1	2	3	4	5	6	7	8
<u>PART-I FOR HMP LOCATION AT KM 35.00 OF P-T ROAD: For DBM works</u>							180 Days as per clause 16 of Special Conditions at serial page No. 87 from the date of commencement given in Work Order.
1	Stone Chips 22.40 mm	Cum	168.52	160.09	Rs. (Rupees)	Rs. (Rupees)	
2	Stone Chips 11.20 mm	Cum	352.63	335.00	Rs. (Rupees)	Rs. (Rupees)	
3	Stone Chips 6.7 mm	Cum	301.95	286.85	Rs. (Rupees)	Rs. (Rupees)	
4	Sand	Cum	372.55	353.92	Rs. (Rupees)	Rs. (Rupees)	
					G/Total	Rs. (Rupees)	

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SCHEDULE - 'A'

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK"

S/ No	Description of items	Unit of supply	Approx No of units as per stack measurement (Gross Qty)	Approx No of units for payment (Net Qty)	Unit rate per Cum of Net Qty (In Rs.)	Total amount (In Rs.)	Period of completion
1	2	3	4	5	6	7	8
<u>PART-I FOR HMP LOCATION AT KM 35.00 OF P-T ROAD: For BC works</u>							180 Days as per clause 16 of Special Conditions at serial page No. 87 from the date of commencement given in Work Order.
1	Stone Chips 11.20 mm	Cum	2329.65	2213.17	Rs. (Rupees)	Rs. (Rupees)	
2	Stone Chips 6.7 mm	Cum	3148.75	2991.31	Rs. (Rupees)	Rs. (Rupees)	
3	Sand	Cum	3932.33	3735.71	Rs. (Rupees)	Rs. (Rupees)	
					G/Total	Rs. (Rupees)	

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SCHEDULE - 'A'

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK"

S/ No	Description of items	Unit of supply	Approx No of units as per stack measurement (Gross Qty)	Approx No of units for payment (Net Qty)	Unit rate per Cum of Net Qty (In Rs.)	Total amount (In Rs.)	Period of completion
1	2	3	4	5	6	7	8
<u>PART-II FOR HMP LOCATION KM 3.30 OF C-H ROAD : For DBM works</u>							180 Days as per clause 16 of Special Conditions at serial page No. 87 from the date of commencement given in Work Order.
1	Stone Chips 22.40 mm	Cum	37.95	36.05	Rs. (Rupees)	Rs. (Rupees)	
2	Stone Chips 11.20 mm	Cum	79.31	75.34	Rs. (Rupees)	Rs. (Rupees)	
3	Stone Chips 6.7 mm	Cum	67.94	64.54	Rs. (Rupees)	Rs. (Rupees)	
4	Sand	Cum	83.83	79.64	Rs. (Rupees)	Rs. (Rupees)	
					G/Total	Rs. (Rupees)	

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SCHEDULE - 'A'

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK

S/ No	Description of items	Unit of supply	Approx No of units as per stack measurement (Gross Qty)	Approx No of units for payment (Net Qty)	Unit rate per Cum of Net Qty (In Rs.)	Total amount (In Rs.)	Period of completion
1	2	3	4	5	6	7	8
<u>PART-II FOR HMP LOCATION KM 3.30 OF C-H ROAD : For BC works</u>							180 Days as per clause 16 of Special Conditions at serial page No. 87 from the date of commencement given in Work Order.
1	Stone Chips 11.20 mm	Cum	524.20	497.99	Rs. (Rupees)	Rs. (Rupees)	
2	Stone Chips 6.7 mm	Cum	708.51	673.08	Rs. (Rupees)	Rs. (Rupees)	
3	Sand	Cum	884.82	840.58	Rs. (Rupees)	Rs. (Rupees)	
					G/Total	Rs. (Rupees)	

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SCHEDULE - 'A'

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK"

(a)	Total brought forward from srl page No.104	Rs		
(b)	Total brought forward from srl page No.105	Rs		
(c)	Total brought forward from srl page No.106	Rs		
(d)	Total brought forward from srl page No.107	Rs		
	G/Total			

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

SCHEDULE `B`
(ISSUE OF STORES TO THE CONTRACTOR)

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 22.40 MM, STONE CHIPS 11.2MM, STONE CHIPS 6.70MM AND SAND / STONE DUST FOR DBM 50MM THICK AND STONE CHIPS 11.2MM, STONE CHIPS 6.7MM AND SAND /STONE DUST FOR BC 40MM THICK FOR RE-SURFACING WORKS BETWEEN KM 5.500 TO KM 95.00 OF PHUENTSHOLING-THIMPHU ROAD AT HMP SITE (DUMPING LOC AT KM 35.00 ON P-T ROAD UNDER PART-I AND DUMPING LOC AT KM 3.30 OF C-H ROAD UNDER PART-II) UNDER 19 BRTF ROAD SECTOR OF PROJECT DANTAK”

Srl No.	Description	Sector	Unit	Rate	Place of issue
1	2	3	4	5	6
NIL					

SCHEDULE `C`

LIST OF TOOLS AND PLANT (OTHER THAN TRANSPORT) WHICH WILL BE HIRED TO THE CONTRACTOR)

S/ No	Quantity/ Particulars	Details of crew supplied	Hire charges per unit per working day	Stand by charges per unit per OFF day	Place of issue by name	Remarks
NIL						

SCHEDULE `D`

TRANSPORT TO BE HIRED TO THE CONTRACTOR

S/No	Quantity/Particulars	Rate per unit per working day	Place of issue	Remarks
NIL				

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

To

The President of India

Having examined and perused the following documents forming part of tender documents:-

1. Particular/technical specifications.
2. Ministry of Road Transport & Highways (MoRT&H) specifications for Road and Bridge works (Fifth Revision) published by Indian Congress New Delhi.
3. Detailed specifications/other tender documents.
4. Schedule 'A', 'B', 'C' & 'D' attached here to.
5. Special Conditions of the Contract
6. General Conditions of Contracts IAFW-1815 (Z) including amendments 1 to 41 and errata No 1 to 28.
7. All other documents forming part of tender documents

Should this tender be accepted, I/We agree:-

To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein at the item rates contained in the aforesaid Schedule 'A' or at such other rates to be fixed under the provision of condition **31** of IAFW-1815 (Z) and to carry out such deviations as may be ordered vide condition **5** of General Condition of Contracts up to a maximum of **10 percent** and further agree to refer all disputes as required by condition **37** of the General Conditions of the contract (IAFW-1815-Z) to the Sole Arbitration of an serving Engineer Officer to be appointed by **the Director General Border Roads, New Delhi or in his absence, by the officer officiating as Director General Border Roads**, whose decision shall be final, conclusive and binding. However, in case of disputes with **PSE** and or **PSU** the same will be referred to a Sole Arbitrator to be appointed by Secretary, Bureau of Public Sector Enterprises (refer Special condition **26** of tender documents).

Witness:
(Name in Block letters)
Address-----

Signature of Contractor
in the capacity of _____ duly
authorized to sign the tender for and on behalf
of M/s _____
(In Block letters)
Postal address: - _____

Signature of the Contractor)

EE (Civ)
SW
For Accepting Officer

ACCEPTANCE

_____ Alterations have been made in this document and as evidence that these alterations were made before the execution of this contract Agreement they have been initialed by the contractor and _____, HQ CE (P) DANTAK on my behalf. The said Officer is hereby authorised to sign and initial on my behalf the documents forming part of this contract.

The above tender is accepted by me on behalf of the President of India in respect of all items of Schedule "A" attached hereto at the price quoted therein for Rs. _____ (Rupees _____ only) in respect of M/s _____.

Signature

BRIG
Chief Engineer
Project Dantak
Accepting Officer
For and on behalf of the President of India

Signed this ____ day of _____ 2022

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

