

# BORDER ROADS ORGANISATION



## ***STF HIRAK***



### ***TENDER DOCUMENT***

### ***CA No. CE(P) HRK/ /2017-18***

NAME OF WORK: "HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE"

<b>Bid Submission Start Date</b>	<b>:</b>	<b>03 May 2018 at 1200 Hrs</b>
<b>Bid Submission End Date</b>	<b>:</b>	<b>23 May 2018 at 1200 Hrs</b>
<b>Technical Bid Opening Date</b>	<b>:</b>	<b>24 May at 1530 Hrs</b>
<b>Financial (Priced) Bid Opening Date</b>	<b>:</b>	<b>To be fixed later on</b>

BORDER ROADS ORGANISATION  
**CHIEF ENGINEER, STF HIRAK, C/O 56 APO**

**Name of work :** “HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE”

**COMPOSITION OF THE TENDER DOCUMENTS**

S/No	CONTENTS	Srl Page		
<b>(A)</b>	<b>PART-I (TECHNICAL BID)</b>			
1.	Content Sheet	01	To	01
2.	Tender Forwarding letter including eligibility criteria, list & format of qualification documents and instruction of tenders	02	To	12
3.	Notice of tender	13	To	17
4.	General condition of contracts, IAFW-2320 (Revised1964) including errata and amendments **	18	To	18
5.	Special condition	19	To	26
6.	Annexure to Appendix-‘A’, ‘B’ & ‘C’	27	To	41
7.	Tender Conditions Acceptance letter	42	To	42
<b>(B)</b>	<b>PART-II (FINANCIAL BID)</b>			
8.	Total number of pages for ( Q- Bid), available separately including Schedule A notes, Schedule A, Acceptance and tender page	43	To	48
<b>(C)</b>	<b>OTHER DOCUMENTS FORMING PART OF CONTRACT AGREEMENT</b>			
9.	Amendment / errata to tender documents			
10.	Relevant correspondence			
11.	Total No of pages			
12.	Total Nos of Drawings			Nil

\*\* Not attached. These documents can be seen in the office of HQ STF Hirak during working hours.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

Tel No : 05943-265873 & 265874  
Fax No : 05943-265875  
E mail : bro-hrk@nic.in

**REGISTERED/AD**  
Headquarters  
STF Hirak  
Pin- 931724  
C/O 56 APO

80545 /HRK/ /E8

Apr 2018

M/s \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF WORK: "HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE"

Dear Sir (s)

1. A set of tender documents containing T-Bid (Technical bid) and Q-Bid (Priced Bid) for the above work is forwarded herewith. Please note that tender will be received through **on line only** by the **Chief Engineer STF Hirak, C/o 56 APO** upto **1200 Hrs on 23 May 2018**. 'T'-bid will be opened as per date/time as mentioned in the tender critical date sheet. After online opening of T-Bid the results of their qualification as well as date of Q-Bid opening will be intimated later.

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 visit the office of **Chief Engineer STF Hirak, C/O 56 APO** at the above mentioned time. However they can view online tender opening process at their premises.

3. **Tender documents may also be downloaded from BRO website [www.bro.gov.in](http://www.bro.gov.in) (for reference only) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in>** Tender must be accompanied by scanned copies of the original instruments in respect of earnest money, original copy of affidavits, credit facility certificate and all the requisite documents connected to eligibility criterion. All documents/papers uploaded /submitted by the bidder must be legible The hard copy of original instruments of **earnest money, original copy of affidavits, and credit facility certificate** must be delivered to the **Chief Engineer, HQ Project Hirak, PIN : 931724, C/O 56 APO on or before bid opening date/time as mentioned in critical data sheet**. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, FDR etc., against the submitted bid.

4. Tendering procedure shall be single stage- two bid system and tender documents are prepared in two parts as under:-

Part-I (Technical Bid- T Bid )  
Part-II ( Financial Bid – Q Bid )

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

5. **Part –I Technical Bid- T Bid**

5.1 Part-1 (Technical Bid- T Bid) shall comprise of the following:

- I. Eligibility / qualification documents as per format enclosed at Appx 'A'
- II. Tender forwarding letters including eligibility criteria, list of qualification documents and instructions to tenderers
- III. Notice Inviting Tenders
- IV. Undertaking for General condition of contracts **IAFW-2320** forming part of contract agreement
- V. Special condition of contracts.
- VI. Particular/Technical specification including drawings if any.
- VII. Any other tender documents except Price bid.
- VIII. Cost of tender document not required.
- IX. Earnest money by unenlisted contractors and enlisted contractors who have not submitted standing security deposit.

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 Earnest Money.

5.2.2 All the pages of T-Bid should have been duly signed by the bidder/authorized rep.

5.2.3 **Eligibility Criteria:** - Tenderers shall meet the following eligibility criterias:5.2.3.1 **Capabilities** (This criteria is exempted for tenderers enlisted with BRO in eligible class & above for works with estimated cost upto Rs 25 crores as given in NIT.

S/No	<u>Description</u>	<b>Documents/details required to be submitted</b>
(i)	<b><u>Working capital :-</u></b> The tenderer should have working capital and /or credit facilities more than 10%of the estimated cost of work i.e. <b>Rs 20.91 Lakhs</b>	Banker's certificate for credit facilities (refer format given at <b>Annexure –I to Appx 'A'</b> ). If necessary deptt will make inquiries with the tenderer's Banker.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018ASW/SSW/Dir(Contract)  
for Accepting Officer

(ii)	<p><b>Immovable property :-</b> The tenderer should have immovable property of residual market value (i.e. free from loan/mortgage) of at least 10% of estimated cost of work given in NIT i.e. <b>Rs 20.91 lakhs.</b></p> <p>Note:- Immovable property shall be exclusively in the name of contractor/company and not in the name of family members/relatives/others. In case of limited companies, these should also be reflected in Balance Sheet.</p>	As per the format given at <b>Annexure-II to Appx 'A'</b> .
------	---	---

5.2.3.2

**Experience:-**

S/N o	Experience Criteria	Documents to be submitted by the tenderers to prove eligibility:-
(1)	<p>Tenderer should have successfully completed or substantially completed three similar work * costing not less than the amount equal to 40% of estimated cost of work i.e. <b>Rs 83.63 lac</b> Or</p> <p>Two similar works * costing not less than the amount equal to 50% of estimated cost of work i.e. <b>Rs 104.54 lac</b> Or</p> <p>One similar work costing not less than the amount equal to 80% of estimated cost of work i.e. <b>Rs 167.26 lac</b> in "last seven &amp; current" financial years. These similar works should have been successfully completed or substantially completed at altitude 1000 m &amp; above.</p>	<p>List of works completed/ substantially completed in the last five years as per the format given at <b>Annexure- III to Appx – 'A'</b>.</p> <p>* Similar works mean:- <b>HANDLING AND CONVEYANCE OF CEMENT</b></p>

\* Similar works: - **Handling and Conveyance of stores in hilly region above 1000 m altitude.**

5.2.3.3 **Available Bid Capacity (ABC):-** The **ABC** shall be assessed as per formula given here-under and should be more than estimated cost of work given in tender document.

$$\text{Available Bid Capacity} = 2.5 \times A \times N - B$$

A- Maximum value of all works in any one year during the last 5 financial years (updated to the current price level with enhancement factors as given below)

Year

Multiplying factor

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

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.

FOR-A :- Contractor shall submit balance sheets /certificates from chartered Accountant indicating annual turnover of civil Engg works constructed in last 5 year as per the format given at **Annexure -IV to Appx 'A'**.

FOR-B : - Contractor shall submit details of ongoing works as per format given at **Annexure -III to Appx 'A'**. Tenderer shall calculate ABC and submit details duly signed. (Refer **annexure –V to Appx-'A'**).

5.2.3.4 **Vehicle, Equipments and Plants (V/E/P) :**

(a) Tenderer should own or have assured access (through hire/ lease/ purchase agreement/ other commercial means) to the requisite Vehicles in good working condition as given here under :-

(i) Truck/Tipper = 06 No

(b) The tenderer shall submit details as per the format given at **Annexure – VI & VII to Appx –'A'** for the purpose.

5.2.3.5 **Performance requirements** :- Tender shall submit undertaking/affidavit to the effect as per **annexure-VIII to Appx-'A'**.

5.2.3.6 **Information on all arbitration/courts cases**:- Tenderer shall submit information of all arbitration/court cases decided during last five & current financial years and also presently in progress as per **annexure-IX to appx –'A'**

5.2.3.7 **Other Documents:-**

(a) The un-listed contractors shall submit the details of the following as per the **Annexure –X to Appx 'A'**:-

(i) 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)

- (ii) Copies of passport of proprietor /partners/directors (if available). If not submitted and Accepting Officer has doubt in character and antecedents of proprietor/partners/directors he may get these verified from police authorities.
  - (iii) Copies of PAN card of proprietor/partners/directors.
- (b) Lowest bidder (if his offer is decided for acceptance) will be required to fill enlistment form for provisional enlistment separately.

**Notes for Para 5.2.3 above:**

- (i) \* Eligible class shall be Class E for works with estimated cost up to Rs 0.25 crore (as per NIT), Class D for works with estimated cost between Rs 0.25 crore to Rs 0.50 crore (as per NIT), Class C for works with estimated cost between Rs 0.50 crore to Rs 1.00 crore (as per NIT), Class B for works with estimated cost between Rs 1.00 crore to Rs 3.00 crore (as per NIT), Class A for works with estimated cost between Rs 3.00 crore to Rs 7.50 crore (as per NIT), Class S for works with estimated cost between Rs 7.50 crore to Rs 15.00 crore (as per NIT), Class SS for works with estimated cost above Rs 15.00 crore (as per NIT),
- (ii) The work may have been executed by the tenderer as prime contractor or as a member of joint venture or sub contractor. In case project has been executed by a joint venture, weightage towards experience of the project would be given to each member in proportion to their participation in the joint venture.
- (iii) Substantially completed works means those works which are 90% completed on the date of submission of tender (i.e. gross value of work done up to the Signature of contractor last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
- (iv) 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
- (v) The tenderers shall indicate actual figures of completion cost of work and value of A without any enhancement as stated above.
- (vi) To determine the altitude of work, average of minimum and maximum altitudes of the work site shall be considered.
- (vii) Immovable property shall be exclusively in the name of contractor/company and not in the name of family members/relatives/others. In case of limited companies, these should also be reflected in Balance Sheet.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

(viii) **Relaxation may be given in any one criteria (except in criteria of experience and performance & others requirements) up to 25% extent** i.e. ABC may be permitted up to 75% of estimated cost of works /VEP may be permitted up to 75% of total Nos of requisite VEP/ Working capital may be permitted up to 75% of requirements / Immovable property may be permitted up to 75% of requirements/engineering establishment may be permitted up to 75% of requirements. No relaxation shall be permitted in criteria of experience and performance & other requirements.

(ix) The tenderer may be afforded an opportunity to clarify or modify his qualification documents, if necessary, with respect to any rectifiable defect. The tenderer will respond in not more than 07 days of issue of the clarification letter, failing to which his tender is liable to be rejected.

**Notes:-**

(i) **Documents as listed at SI 5.2.3.1 (i) to 5.2.3.1 (ii) above are exempted for tenderer enlisted in BRO in eligible Class\* & above for works with estimated cost up to Rs 25 crores as given in NIT.**

(ii) **Documents as listed at SI 5.2.3.6 above are exempted for tenderer enlisted in BRO in any class.**

(iii) **Affidavit shall be submitted on non judicial papers of appropriate value duly attested by the Magistrate/ Notary Public.**

(iv) **Photocopies of documents shall be attested by Gazetted officer/public notary and also self attested.**

5.2.4 **Disqualification:** - Even though the tenderer meet the above criteria, they are liable to be disqualified if they have made misleading or false information in bidding documents submitted.

5.3 **The bidder should meet all the technical evaluation criteria as indicated in the bid documents in order that the bid is considered to be technically responsive and the bidder qualifying to have its commercial bid opened.**

6. **Part-II (Financial Bid -'Q' bid)**

6.1 **Part-II (Financial bid -'Q' bid) shall comprise of the following:-**

- (i) Schedule 'A' Notes
- (ii) Schedule 'A' (to be quoted online by bidder)
- (iii) Tender page

6.2 **Q-bid (Financial Bid) evaluation**



Financial bids will be reviewed to ensure that the figures indicated therein are consistent with the details of the corresponding technical bids. Arithmetical corrections shall be made as per General Condition of Contracts / Policy letters

6.2.1 Financial Bids of 'Technically Responsive' Bidders shall be evaluated on the following:-

- (i) Commercial Bids shall only be furnished in Schedule 'A' forming part of the Tender documents.
- (ii) All payment Terms as forming part of Clause of General Condition of Contract have been accepted.
- (iii) Completion Period as indicated in Tender document have been accepted.
- (iv) All General Conditions of Contract have been accepted.
- (v) All Special Conditions of Contract have been accepted.

6.3 **Determination of Lowest bidder** : L1 shall be arrived at by taking into account the rates quoted in Sch 'A' which shall be inclusive of all taxes and duties leviable.

6.4 **'Conditional bids' shall be treated as being 'Non Responsive' – NO 'Conditional' bids shall be accepted.**

6.5 Negotiations, if any, shall be carried out ONLY with the lowest evaluated responsive bidder in accordance with CVC guidelines on the subject.

7. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in>. Manual bids shall not be accepted. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in> and submit the documents enumerated at Para-E of "Tender document details for e- tendering".

8. Tender shall be opened as per date/time as mentioned in Para I herein before in the presence of tenderers or their authorized representative whoever wish to be present. Part-I only shall be opened first on this day. Part-II (Financial bid) shall not be opened. Part I (Technical bid) will be opened and evaluated as per technical evaluation criteria given in the tender documents. Qualified tenderer will accordingly be informed along with date & time of opening of their Financial bid. Part-II (Financial) bid – 'Q' bid shall be opened on the appointed date/time in the presence of such tenderer who choose to be present and the amounts quoted by the tenderers shall be read out by the opening officer(s) to the tenderers. However they can view online tender opening process at their premises.

9. The **Chief Engineer STF HIRAK, C/o 56 APO** will be Accepting Officer here-in-after referred to as such for the purpose of this contract.

10. **Tenderers are requested to quote % ages in figures only in the provided space in schedule-'A' given in Excel sheets.**

11. If tenderers desire that any condition or stipulation given in the tender documents is to be modified or deleted, they may submit their comments/suggestion well before 07 days of last date of submission of tender for consideration by the Deptt for issue of corrigendum/amendments to tender documents. If deptt considers comments/suggestion

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

suitable, corrigendum/amendments to tender documents shall be issued and also uploaded on BRO web site. If deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents should not be issued/uploaded on BRO web site/Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and tenderers shall quote strictly complying with the various provisions given in the tender documents. **Any tender which 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.**

12. 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.

13. The tenderer shall be deemed to have full knowledge of all relevant drawings documents, samples, site etc., whether he had inspected them or not and requested to submit their tender strictly complying with the various provision given in the tender documents.

14. Tenderers are required to quote for complete scope of work as per Schedule 'A', particular specification, special conditions and other provisions of the tender documents, falling which the tender will be considered as "non bonafide" and shall be liable for rejection. Tenderers rate shall be inclusive of all statutory levies, duties, surcharges, taxes, octroi, service tax etc and including VAT/State sale tax, on works contract tax payable under the respective statutory pursuant to the Constitution 46<sup>th</sup> Amendment Act 1982. Any other conditions stipulated by the tenderer regarding Sales Tax on works contract will not be considered and such tender will be liable for rejection.

15. 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.

16. Tenderers must ensure that their tender is unambiguous and is completed in all respects. Their particular attention is drawn to the following requirements, which must be complied with:-

(a) Tender documents are to be signed, dated and witnessed as provided for the purpose.

(b) In case they are submitting a BLANK TENDER, word 'BLANK' must be prominently endorsed on the envelope and in schedule 'A' inside the tender documents and general summary duly signed by the tenderer.

(c) If a tender is submitted on behalf of a firm, it may be signed either by all partners or a person holding a valid power of attorney from all the partners constituting the firm. The person signing the tender on behalf of another or on behalf of a firm shall attach with tender a proper power of attorney duly executed in his favour by such

other person or by all the partners stating specifically that he has authority to bind such other person(s) or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. The power of attorney shall be executed as indicated below:-

- (i) In case of individual, suitable affidavit should be submitted.
- (ii) In case of proprietorship concern if tender is signed by other than proprietor, person signing tender documents should hold power of attorney from proprietor.
- (iii) In case of partnership concern, power of attorney shall be executed by all partners.
- (iv) In case of company, power of attorney shall be executed in accordance with the constitution of company.

(d) The under taking is to be signed and attached by tenderer as per format given. at appendix 'C' .

17. Tenderer who has downloaded the tender from the BRO website [www.bro.gov.in](http://www.bro.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in>, shall not temper/modify the tender form in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with BRO.

18. Your attention is drawn to the Indian Official Secret Act – 1923 (XIX of 1923) as amended up to date particularly Section 5 thereof.

19. **Earnest Money:-**

- (a) Earnest money is not required to be attached with tender by the enlisted contractor of BRO (term “enlisted contractor” used in tender documents means “enlisted contractor with BRO”) who have submitted standing security but same is required from unenlisted contractor/enlisted contractors with BRO, who have not submitted standing security deposit.
- (b) Unenlisted 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. 2,84,100/- (Rupees two lakhs eighty four thousand one hundred only)** in the form of Deposit at Call Receipt/Term Deposit Receipt/Special Term Deposit Receipt issued in favour of **Chief Engineer STF Hirak, PIN- 931724, C/O 56 APO** by Nationalized/Scheduled Bank. Scan copy of Bank instrument shall be attached/submitted with tender. If EMD is not submitted in the office of Accepting Officer before due date & time of opening of tender, such tender shall not be entertained. Tenders (in respect of un-enlisted bidders) not accompanied with earnest money will not be considered for acceptance. 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 tender and/or contract shall not be considered for adjustment as the earnest money against this tender. Any tender not accompanied with 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 bonafide tender. If an unregistered/un-enlisted

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

firm revokes his offer (tender) after opening of bids within the validity period of his offer, the earnest money deposited by the firms alongwith his tender will be forfeited. The **Chief Engineer STF Hirak, PIN- 931 724, C/O 56 APO** will return the Earnest Money wherever applicable to all unsuccessful tenderers by endorsing the authority on the deposit for its refund.

20. **Security Deposit:-**

(a) In case of a enlisted contractor, who has submitted the standing security deposit, but the tendered cost of the work exceeds the upper tendering limit of the contractor and the Accepting Officer decides to accept this tender, the contractor has to lodge Additional Security Deposit (difference of security of work and standing security deposit) as notified by the Accepting Officer in the prescribed form within 30 days of the receipt by him of notification of acceptance of the tender, failing which this sum shall be recovered from the first RAR payment, and if the date of first RAR is prior to the period mentioned above, the same shall be recovered from such payment.

(b) In case of unenlisted contractor/enlisted contractor who has not deposited the Standing Security deposit, and the Accepting Officer decides to accept his tender, then contractor has to lodge Security Deposit as notified by the Accepting Officer in the prescribed form within 30 days of the receipt by him of notification of acceptance of the tender, failing which this sum shall be recovered from the first RAR payment, and if the date of first RAR is prior to the period mentioned above, the same shall be recovered from such payment. The security deposit amount will be communicated as per departmental norms but in no case the same shall be more than **Rs. 18,75,000.00 (Rupees Eighteen Lakh Seventy Five Thousand only)**.

(c) The contractor may at his discretion furnish in lieu of Additional Security Deposit or Security Deposit a Bank Guarantee Bond executed by any nationalized/Schedule Bank for the said amount. The form of Bank Guarantee Bond is enclosed at **annexure-XI to Appx – ‘A’** to this tender.

(d) **In addition to security deposit the successful bidder shall have to submit Bank Guarantee Bond amounting to Rs. 5.00 lacs (Rupees five lakhs only) before commencement of work towards the cost of stores remaining in his custody for handling/conveyance.**

21. Accepting Officer reserves the right to accept the tender submitted by a Public Sector Undertaking, giving a price/purchase 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 those, whose tenders may be rejected on account of the said Policy.

22. The tender shall remain open for acceptance for a period of **60 days** from the stipulated date of its submission.

23. **DRAWINGS**: The related drawings of structures (where applicable) are also available in the office **HQ Chief Engineer, STF Hirak, Pin-931724, C/o 56 APO**.

24. 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 representatives shall be intimated by the contractor within 7 days of issue of Acceptance letters.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**25. MODIFICATION AND WITHDRAWAL OF BID**

(a) The tenderer shall quote his rates in figures only in the provided column in schedule A given in Excel sheet only. In case the tenderer has to revise/ modify the rates quoted in the schedule 'A' before tender submission end date as mentioned in critical data sheet, resubmission bid shall be allowed.

(b) In case the tenderer has to revise /modify /withdraw his quoted rates / offer after it is submitted , he may do so on his on line before the latest date & time fixed for submission of tenders. Any revision/ modification in offer / withdrawal of offer in the form of an open letter shall not be taken into account, while considering in his originally offer.

(c) No bid may be modified or withdrawn subsequent to the last date and time of submission of bid.

(d) The bidder modifying or withdrawing his bid after last date of submission of bid will either have to forfeit the EMD submitted or will have to deposit an amount equivalent to that of EMD (in case of enlisted contractor), within a period of one month. In case bidder fails to deposit amount as specified above, then bidder will be debarred for participation in the tender process for a period of 12 month from the date of opening of bid.

26. Any effort by a bidder or his representative to influence the department in the process of examination, clarification and Evaluation of bids and in decision concerning award of contract may result in the rejection of the bid.

27. The lowest financial bid as whole or in a part (if so defined) and if found complete in all respect will generally be invited for execution of contract agreement. However, Accepting Officer does not bound himself to accept the lowest or any bid received or to give any reason for doing so and reserve the right to accept a tender in whole or in part (if defined) as he may decide at his sole discretion.

28. If the successful bidder fails within the specified time limit to sign the agreement, the earnest money as submitted with the tender will be forfeited. In case of enlisted contractor, they will have to deposit an amount equal to the specified EMD value. In case the lowest bidder fails to deposit the amount as specified above, then he will be debarred for participation in the tender process for a period of 12 months, from the date of opening of bid.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**NOTICE INVITING TENDER**  
**(NATIONAL COMPETITIVE BIDDINGS)**  
**BORDER ROADS ORGANISATION**  
**MINISTRY OF DEFENCE**  
**CHIEF ENGINEER STF HIRAK**

1. Online bids are invited on single stage two bids system for “HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE”

The title of above heading on CPPP site <https://eprocure.gov.in> is “HANDLING AND CONVEYANCE OF CEMENT FROM 509 SSTC GREF AT BASTIA CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC 67 RCC AND 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE”

**2. Tender documents may be downloaded from CPP Portal web site <https://eprocure.gov.in> as per the schedule as given in CRITICAL DATE sheet as under. The tender will also be available on BRO website [www.bro.gov.in](http://www.bro.gov.in) or [www.bro.nic.in](http://www.bro.nic.in) (link-tender-link Hirak) for reference only wef 03 May 2018.**

**CRITICAL DATE SHEET**

<u>Bid Document Published Date</u>	<u>02 May 2018 at 1200 Hrs</u>
<u>Bid Document Download/Sale Start Date</u>	<u>03 May 2018 at 1000 Hrs</u>
<u>Bid Submission Start Date</u>	<b><u>03 May 2018 at 1200 Hrs</u></b>
<u>Bid Document Download/Sale End Date</u>	<u>23 May 2018 at 1200 Hrs</u>
<u>Bid Submission End Date</u>	<u>23 May 2018 at 1200 Hrs</u>
<u>Technical Bid Opening Date</u>	<u>24 May 2018 at 1530 Hrs</u>
<u>Financial (Priced) Bid Opening Date</u>	<u>To be announced later</u>

**3. Bids shall be submitted online only at CPP Portal website: <https://eprocure.gov.in> Manual (off line) bids shall not be accepted. Bidders are advised to follow the instructions provided in the ‘Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in>.**

The work is estimated to cost ` **209.08 lakhs (Rupees Two hundred Nine point zero eight lakhs only)** approximately or as subsequently amended in tender documents or uploaded in BRO website [www.bro.gov.in](http://www.bro.gov.in) and CPPP website: <https://eprocure.gov.in>. This estimate, however, cost is not a guarantee and is merely given as a rough guide and if it costs more or less to any extent, the tenderer will have no claim on that account.

5. The tender shall be based on **General Conditions of Contract IAFW-2320** with Schedule ‘A’, where the tenderer are required to quote their rates for the items listed in the Schedule ‘A’, special condition and particular specification of the work.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

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

7. The contract is to run for a period of **365 days** with reference to the total cost of the work from the date of acceptance of the tender/issue of work order.

8. **The Chief Engineer STF Hirak, PIN – 931724, C/O 56 APO** will be the **ACCEPTING OFFICER**, hereinafter referred to as such for the purpose of this contract.

9. Tender cost not required as intimated vide HQ DGBR letter No 24228/DGBR/Policy Instr/2017/63/E8 dated 19 Jul 2017.

10. The tender shall be accompanied by Earnest Money, amounting to **Rs. 2,84,100.00 (Rupees Two lakhs eighty four thousand one hundred only)** in the form of Deposit at call Receipt or Deposit receipts issued in favour of **Chief Engineer STF Hirak** payable at **Tanakpur** by a Nationalized/Scheduled Bank or receipt Treasury Challan. The amount being credited to the Revenue deposit of the **Chief Engineer STF Hirak, PIN-931724, C/O 56 APO**. Chief Engineer STF Hirak will return the Earnest Money wherever applicable to all un-successful tenderers by endorsing the authority on the deposit receipt for its refund on production by the tenderers or certified by Accepting Officer that a bonafide tender was received. Any deposit lying with the department in any form against any tender and/or contract shall not be considered for adjustment as the earnest money against this tender. Any tender not accompanied with the earnest money in the form of as indicated herein before or accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non-bonafide tender. In case of revocation of offer or revising his rates upward (which will be treated as revocation of offer) by the lowest bidder who is not registered with BRO, the amount of EMD shall be forfeited and ban on further issue of tenders. 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 the payment due to such contractor or shall be adjusted from the Standing Security deposit. Lowest tenderer revoking his offer and his related firm shall not be participated in second call or subsequent calls.

11. Tender must be accompanied by scanned copies of the original instruments in respect of earnest money, original copy of affidavits, credit facility certificate and all the requisite documents connected to eligibility criterion. All documents/papers uploaded /submitted by the bidder must be legible. **The hard copy of original instruments of earnest money, original copy of affidavits, and credit facility certificate must be delivered to the Chief Engineer, HQ STF Hirak, PIN : 931724, C/O 56 APO on or before bid opening date/time as mentioned in critical date sheet.** Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, FDR, TDR etc., against the submitted bid.

12. The security deposit amount for this work shall be 25% (Twenty five percent) more than the amount of Earnest Money calculated based on tendered cost (i.e. 1.25 times of earnest money) subject to a maximum of **Rs.18,75,000/- (Rupees eighteen lakhs seventy**

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**five thousand only).** Unlisted contractor may note that they will be required to lodge security deposit of the work in the prescribed form on receipt in writing from the Accepting Officer if their offer is accepted. The earnest money as submitted with the tender document will also be forfeited if successful bidder fails within the specified time limit to sign the agreement or furnish the required security deposit. **In addition to security deposit the successful bidder shall have to submit Bank Guarantee Bond/FDR amounting to Rs. 5.00 lac (Rupees five lac only) before commencement of work towards the cost of stores remaining in his custody for handling/conveyance.**

13. The tenderers are advised to visit site by making prior appointment with **Officer Commanding 509 SS&TC (GREF), Pin – 930509, C/O 56 APO (Tele No. 05943-215033)** well in advance before quoting the rates in the tender form. The tenderer shall be deemed to have full knowledge of all relevant documents, site condition and modes of operation required. The tenderer shall be deemed to have visited the site and made himself acquainted with the various factors affecting his quotation.

14. Copies of drawing and other documents pertaining to the work (signed for the purpose of identification by the Accepting Officer or his accredited representative) and sample of materials and stores to be supplied by the contractor will be opened for inspection at the following locations:-

**Office of the Chief Engineer STF Hirak/OC Contract**

15. The tender shall remain open for acceptance for a period of **60 days** from the stipulated date of its submission.

16. Any qualification documents/tender which stipulates any alternative to any of the conditions laid down or which proposed any other conditions of any description whatsoever is liable to be rejected.

17. The submission of a 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 and 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.

18. Accepting officer reserves his right to accept a tender submitted by a public undertaking, giving a purchase 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 tenderers whose tenders may be rejected on account of the said policy.

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

20. Any efforts by a tenderer to influence the processing of tender or award decision may result in rejection of his tender.

21. Above particulars may change due to Adm or any other reason and shall be available in BRO site [www.bro.gov.in](http://www.bro.gov.in) and CPP Portal website <https://eprocure.gov.in>. Therefore bidders/contractors are requested to visit BRO web site [www.bro.gov.in](http://www.bro.gov.in) and CPP Portal

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer



website <https://eprocure.gov.in> frequently and at least once again 3 days prior to bid submission date as per critical date sheet, for any corrigendum/addendum/amendment in above particulars. The tenderer may also contact **ASW/SSW/ Dir(Contract) of STF Hirak at 05943-265873, 265874.**

22. This notice of tender shall form part of the Contract Agreement.

(Signature of Contractor)  
Dated: 2018

**Sd/- XXX**  
(Pankaj Goyal)  
SE(Civ)  
Dir(Contract)  
for Accepting Officer

No.80545/HRK/ /E8

Dated : Apr 2018

Headquarters  
Chief Engineer  
STF Hirak,  
PIN - 931724  
C/O 56 APO

**Distribution**:- for information and wide publicity please.

1	All India Trader Information Bureau, Post box No.25(Post Office), Shastri Nagar, Jaipur-302016 (Rajasthan)	19	HQ CE (P) Shivalik, C/O 56 APO Pin - 931718
2	MES Builders Association of India, 807, Sahyog, 58 Nehru place New Delhi-110019	20	HQ CE (P) Udayak, C/O 99 APO Pin - 931715
3	Head Office of Builder Association of India G-1/G-20, Commerce Centre 7th Floor J-Dadajee Road, Tardeo Mumbai-400034	21	HQ CE (P) Vartak, C/O 99 APO Pin - 931716
4	HQ DGBR/E8 Section Seema Sadak Bhawan, Ring Road, Delhi Cantt, New Delhi - 10	22	HQ CE (P) Vijayak, C/O 56 APO Pin - 931721
5	HQ Addl DGBR (North-West) Sector-48C, Chandigarh PIN -160047	23	Director, Indian Trade Journal, DAVP, New Delhi

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

6	HQ CE (P) Arunank, C/O 99 APO Pin - 931719	24	DM Champawat - Please display on notice board for wide publicity.
7	HQ CE (P) Beacon, C/O 56 APO Pin – 931706`	25	DM Pithoragarh – Please Display on notice board for wide publicity
8	HQ CE (P) Brahmank, C/O 99 APO Pin – 931722	26	MES, CE Zone, Bareilly
9	HQ CE (P) Chetak, C/O 56 APO Pin – 931707	27	EE (PWD), Khatima
10	HQ CE (P) Dantak, C/O 99 APO, Pin – 931708	28	EE (PWD), Champawat
11	HQ CE (P) Deepak, C/O 56 APO, Pin – 931709	29	EE (PWD), Pithoragarh
12	HQ CE (P) Himank, C/O 56 APO, Pin – 931710	30	65 RCC (GREF), C/O 56 APO
13	HQ CE (P) Pushpak, C/O 99 APO, Pin – 931711	31	67 RCC (GREF), C/O 56 APO
14	HQ CE (P) Rohtang Tunnel, C/O 56 APO Pin – 931720	32	1447 BCC (GREF), C/O 56 APO
15	HQ CE (P) Sampark, C/O 56 APO Pin -931712	33	509 SS&TC (GREF), C/O 56 APO
16	HQ CE (P) Setuk, C/O 99 APO, Pin – 931713	34	1081 Fd Wksp (GREF), C/O 56 APO
17	HQ CE (P) Sewak, C/O 99 APO, Pin – 931714	35	Notice board
18	HQ CE (P) Swastik C/O 99 APO, Pin – 931717		

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**GENERAL CONDITIONS OF CONTRACT, IAFW-2320**  
**FOR HANDLING AND CONVEYANCE OF STORES**  
**(Revised 1964)**

1. A copy of the General Conditions of Contract, IAFW – 2320, Revised 1964 with up to date errata and amendments has been supplied to me/us and or is in my/our possession. I/We 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, as modified, if any elsewhere in these tender documents.
2. It is hereby further agreed and declared by me/us, the General Conditions of Contracts including Condition 36 thereof pertaining to the settlement of disputes by arbitration containing 19 pages (Serial page No 17 to 34 ) including up to date errata and amendments 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 2320, the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in the Border Roads Organization.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**SPECIAL CONDITIONS**

**“HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE”**

1. The following Special Conditions shall be read in-conjunction with General Conditions of Contract based on IAFW-2320 including up to date amendments and errata thereto. Any provisions in Special Conditions if at variance with the General Conditions mentioned above, provisions of this Special Condition will take precedence over the General conditions of contract, IAFW 2320.

**SCOPE OF WORK**

2. The work under this contract comprised of handling and conveyance of stores of any description as described in Schedule-‘A’ under STF Hirak. The area of applicability of contract shall be as specified in the tender documents and stores shall be transported from and to any places within the area of operation, as per the work order to be placed by the OC, Contract.

**VISIT TO THE SITE**

3. The Contractor shall carry out the work of handling and/or conveyance of stores of any description within the specified area (hereinafter referred to as the “area of works”) and shall be deemed to have satisfied himself as to the nature of the site or sites where the work is required to be executed and as to working conditions and local facilities of access and all other matters affecting or likely to affect the handling and/or conveyance of stores. No extra charge consequent on any misunderstanding shall be allowed. The rates quoted in Schedule-‘A’ of the contract documents shall be deemed to include all sorts of transshipment including loading and unloading operations at any stages en-route during transportation necessitated due to vehicle at town, crossing the nallah, river, channel, slushy ground, poor road condition etc wherever required. The contractor shall not be entitled to any additional payment on account of transshipment handling of stores en-route to cross the water channel, nallah, river through ferry or otherwise necessitated during monsoon or flood or otherwise due to any interruption in the area of operation, during currency of the contract once the goods have been handed over to the contractor for conveyance. The contractor is advised to visit site of work and acquaint himself with the working conditions of the area and ascertain the accessibility of routes, verify the distance and other requisite details of routes, etc. before quoting the percentage rates above/below against Schedule-‘A’ rates.

**RATES**

4. The rates quoted by the contractor in schedule ‘A’ shall be deemed to have included all such provisions as highlighted above including all taxes/charges payable en-route as per the local laws. The rates quoted shall not be subjected to any adjustment therein due to any reason whatsoever during the currency of the contract. The rates quoted shall include provision for all fuel, transportation tools, plants expenses on loading/unloading, crew, adequate protection of Govt store in transit and while loading/unloading etc as required for the entire completion of work without any loss/damage to the Govt store.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**PLYING OF VEHICLES**

5. Contractor shall make his own arrangement for obtaining necessary permit from local authorities for plying of vehicles for the work in accordance with rules and regulation of the land and shall pay all the taxes whatsoever in this connection. The vehicles shall ply through authorized route only as directed by OC Contract/Engineering-In-Charge and shall report to concern check posts en-route & get necessary endorsement made on convey note. The vehicles shall not carry any other store than issued by Govt. The contractor shall not have any reservation if department details a representative to travel alongwith the vehicles.

**NATURAL CALAMITIES/ROAD BLOCKS**

6. In case of natural calamities like earthquake, militant activity, landslide, rain, floods and certain roads becoming slushy etc. nothing extra in the form of compensation will be payable to the contractor, except that a reasonable extension of time be given on affected work within the scope and provisions of Contract Agreement. In case of road blocks, breaches and road or route remaining out of service, the contractor may be allowed to transport goods via alternate route (longer route or shorter routes) as the situation may be, and will be paid accordingly. The OC Contract will obtain prior permission of Accepting Officer in writing before resorting to such action. However, distance involved via alternate route (longer route or shorter route) will be ascertained by the Task Force Commander who will convene a Board of Officers for ascertaining distance and same will be communicated to the Accepting Officer for his approval. The decision of the Accepting Officer shall be final and binding on the Contractor. The distance for the longer or shorter route ascertained by the Board of Officers shall be considered for the payment purpose.

**DETENTION OF CONTRACTOR'S VEHICLES**

7. In case detention of Contractor's vehicles becomes inevitable due to unavoidable circumstances, Contractor shall not be allowed any detention charges or compensation on this account. However, the contractor shall be allowed reasonable extension of time in terms of Conditions 6 of General Conditions of Contract, IAFW-2320.

**TRANSIT INSURANCE**

8. The contractor shall arrange transit insurance of an appropriate amount for cement being transported by him to cover the risk during transit.

**LOSS OF STORES WHILE UNDER CONTRACTOR CUSTODY**

9. Goods handed over to the Contractor shall remain at his risk and the storage and safety of all Govt. stores shall be the sole responsibility of the Contractor. No additional facility by way of providing waterproof covers for perishable stores or godowns for storage en-route shall be provided to the Contractor for Govt. stores, after being handed over to him for handling and conveyance. Contractor shall deliver all stores intact at destination whatever handed over to him. In the event of any item of stores being lost or damaged while in the custody of the Contractor due to his not taking adequate precautions for protection of stores or intentionally lost/not delivered by him with intended benefits the recovery will be

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

effected from him for stores lost or damaged, as per the rate to be worked out on the following basis:-

- (a) Two (2) times the departmental stock book rate (assessed including all the taxes and freight paid) or two (2) times the market rate whichever is higher as applicable at the place of handing over of the stores to the Contractor.
- (b) An overhead charges of 11.30% shall be added further on the rates as assessed above to cover inspection, departmental and other charges.
- (c) The decision of OC, Contract in this regard shall be final and binding.

10. In case the loss of stores while in the custody of contractor has taken place due to the reasons beyond the control of the contractor, the recovery will be affected from him in accordance with Condition 19 of the General Condition of the contract (IAFW- 2320). The decision of the accepting Officer whether the loss of stores is due to the reasons beyond the control of the contractor or otherwise will be final and binding in this respect.

#### **UNLOADING OF STORES DEPARTMENTALLY**

11. As per the provisions made in the Schedule-'A' the Contractor shall carry out the loading at his own arrangement. However, if any occasion arises when the Contractor is not in a position to unload the stores after transporting the same to the destination, necessary assistance for unloading the vehicles departmentally, may be provided to the contractor by OC Contract on receipt of written request from the contractor or his accredited representative. OC, Contract shall be the sole and final authority to decide the necessity of providing departmental assistance to the contractor for unloading. When the contractors vehicles are unloaded departmentally, the relevant convey notes shall be endorsed accordingly and an amount equal to the 2 (two) times the amount worked out based on the rates specified for unloading/loading of the stores at the schedule 'A' rate and percentage above/below accepted thereon for the contract agreement be deducted from the bill /recovered from the contractor. In such cases no payments shall be admissible to the contractor for loading/unloading of that quantity of stores on account his failure in meeting the contractual liabilities and recovery shall be affected from the contractor in the manner as specified herein above.

#### **ORDERS BEFORE TERMINATION OR EXPIRY OF THE CONTRACT**

12. Handling and conveyance of any stores for which orders are placed before the termination or expiry of the contract although the time of completion of such work orders may fall after the dates of termination or expiry of the contract, the contractor shall carry out such handling and conveyance work till expiry date of work orders, failing which contractor shall be liable to pay compensation as per Clause 22 of General Conditions of Contract, IAFW-2320.

#### **ORDER UNDER THE CONTRACT**

13. All work order(s) under this contract shall be placed by the OC Contract. The OC Contract is also to carry out any deviation/cancellation thereof. The contractor shall have no

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

claim whatsoever if the work order(s) once placed for any quantity of stores/materials to be shifted during a particular period, from and to any of the places covered under this contract are varied due to any reason. All order, notices, etc to be given under the contract shall be in writing typescript or printed and if sent by post to the last known place of business of contractor shall be deemed to have been served on the date when in the ordinary course or post it would have been delivered to him. The contractor shall carry out without delay all instructions/orders given to him. Govt. shall reserve the right to send the work order to the contractor by registered post as and when Railway receipts are received. A copy of Railway receipts will also be sent to the contractor along with the work order. Such work orders if sent by Registered post to the last known place of above or business of the contractor shall be deemed to have been served on the date when in the ordinary course of post it would have been delivered to him. The contractor shall carry out without delay all orders given to him. Generally work orders shall be placed within a month from the date of acceptance of the contract. However in case of any strike restricting movement of wagons and other events which are beyond the control of the department, placing of work order may be delayed further and the contractor shall not have any claim on account of such delay.

14. The maximum stores expected at one time during currency of this contract have been mentioned in the dumping schedule. But this is a rough guide only and will not be binding if the actual requirement is less or more. The Contractor shall provide adequate waterproof covering to protect the stores while stacking at Railway Platform and also use covered transport to protect the stores while in transit against damage due to rain, storm, etc,. The Contractor's rate shall be deemed to be inclusive of all the arrangements like, providing godown, tarpaulin or other covered transshipment including tools and plants, transports, etc. required as per the conditions of contract. No extra claim for all such arrangement required to be provided by the contractor for completion of the work shall be entertained. The contractor's quoted rates shall also include transportation of stores on un-surfaced class 5 roads of any description in the area specified in the tender documents.

#### **CONVEYANCE AND COVERAGE DISTANCE**

15. Work orders shall be placed on the contractor by OC Contract through shortest route to be ascertained by the OC Contract before placing of work orders. The decision of OC Contract in this respect shall be final and binding on the contractor. The approximate distance and the dumping schedule given at Special Condition No 24 & 26 is a rough guide only. Accepting Officer/ Task Force Commander should convene a Board of Officers for ascertaining the correct distance of various locations covered in the contract, which shall be final and binding on the contractor. In case the contractor transports the stores by the longer route at his own, payment shall be restricted to the distance specified in the work orders. The decision of the OC Contract in this respect shall be final and binding on the contractor. It is the responsibility of the contractor to obtain requisite permits including inner line permits of labour and vehicles from all concerned authorities required for the full and entire completion of this contract work. The OC contract and engineer-in-charge will provide all necessary assistance to contract or for obtaining such permits.

#### **HANDLING OF STORES**

16. The Contractor shall maintain a register keeping record of receipts of stores and date wise-dispatch indicating there in the convoy note number, vehicle number and work order

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

number, Daily entries shall be signed by the contractor or his accredited agent and by Engineer-In-Charge or his authorized representative. The Register should at all time show total stores received, dispatched and balance held in stock.

17. Consignment once loaded in the vehicle at the store yard at 509 SS&TC at Bastia/Chalti should preferably be shifted in the same vehicle. However circumstances may arise due to load restriction, etc enroute, where in consignment of one vehicle may require to be shifted using multiple vehicles. In this situation the consignment may be permitted to be loaded/unloaded at the designated places only which will be decided by the Engineer in Charge/OC Contract. Such loading/unloading shall be done under the supervision of departmental representatives who will endorse the vehicle No and quantity of the transferred consignment accordingly in the convoy note/challan. In order to ensure proper accounting and linking of the consignment when received at the destination, consignment of one vehicle loaded at the store yard at 509 SS&TC at Bastia/Chalti will be transferred in the multiple distinct vehicles only (say 2,3,4, etc) and consignment of other vehicle shall not be mixed under any circumstances.

### **INSPECTION OF STORES WHILE IN CUSTODY OF THE CONTRACTOR**

18. The Contractor vehicles shall ply as per the local restrictions imposed by the authorities responsible for this purpose. The contractor's vehicles under no circumstances shall carry out stores other than project stores. All or part of vehicles are liable to be checked at number of times during transit or under custody with Contractor at any place by departmental authorities or any other person detailed by the Accepting Officer.

### **MINIMUM FAIR WAGES PAYABLE TO LABOUR**

19. The Contractor shall pay wages not less than the minimum fair wages fixed from time to time by the local authorities. He shall have no claim, whatsoever, if on account of any local regulations or otherwise, he is required to pay wages in excess of the wages so fixed. The contractor shall observe the laws/rules/regulations of Government of **Uttarakhand State** regarding the employment of labour, payment of wages and cognate matter relating to the local conditions. The contractor will be required to obtain written permit from appropriate authority of **Uttarakhand State** and whichever is applicable to import labour, if required by him.

20. Labour Regulation and Abolition Act 1970, Workman Compensation Act-1923, Child Labour Act-1986 and Minimum Wages Act-1948 are applicable to the contractors working under this department. Rates quoted by the tenderer shall be deemed to have taken into account the cost etc, required to comply with the provisions contend in the said Acts and the rules framed under said Acts.

### **LODGING OF SPECIAL SECURITY DEPOSIT**

21. The Contractor shall be required to submit Special Security Deposit in addition to Security Deposit/Additional Security Deposit of an amount to **Rs. 5.00 lakhs (Rupees five lakhs only)**. Before handing over the stores to contractor against each work order, contractor shall submit BG Bond in favour of **Chief Engineer STF HIRAK, PIN- 931724, C/O 56 APO** by

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer



Nationalized/Scheduled Bank for the amount equal to the cost of stores to be handed over to him against this work order as special security deposit.

### **OCTROI AND TOLL TAXES**

22. As no octroi/toll tax is chargeable for Govt store, the tenderer shall not include any additional charges towards octroi/toll tax in his quotation. Certificate to this effect that goods carried are Govt. stores and therefore no octroi/toll tax shall be charged for the same will be issued by OC Contract/Engineer in Charge while transporting stores. However, the rates quoted by the bidders in Schedule-'A' ( Excel sheet) shall inclusive of all other charges/taxes and inclusive of octroi/toll tax, if levied by the State Govt. No additional claim will be entertained.

### **ARBITRATION (REFER 36 OF GENERAL CONDITION OF CONTRACT IAFW- 2320)**

23. All the dispute or differences arising as aforementioned under condition No. 36 of General Condition of Contract IAFW- 2320 other than those for which the decision of the accepting officer or any other person by the contract expresses to be final and binding shall after written notice by either party of the contract to the other of them, be referred to the sole arbitrator in accordance with the rules specified hereunder:-

#### **Rules for Arbitration**

- (a) Matter to be arbitrated shall be referred to the sole arbitration of an Engineer Officer to be appointed by Director General Border Roads, or in his absence the Officer officiating as the DGBR whose decision shall be finding and binding.
- (b) The Venue of Arbitration be such a place or places as may be fixed by the arbitrator at is his sole discretion or as decided by HQ DGBR.
- (c) The Arbitration proceedings shall be governed by the Arbitration and Reconciliation (Amendment) Act 2015.
- (d) The arbitrators shall give reasons for the award in each and every case irrespective of the value of claims or counter claims.
- (e) The award of the arbitrator shall be final and binding on both the parties.
- (f) The appropriate Court in Uttarakhand State shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.
- (g) The expenses incurred by each party in connection with preparation, presentation etc. of its proceedings as also fees and expenses paid to the arbitrator shall be borne by each party.

### **DISTANCE CHART**

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

24. The approximate distances shown below are for rough guidance only. Contractor shall not have any claim for any changes/variations in the distances shown as hereunder:-

From	To	Distance (In Km ) from	
		Bastia	Chalti
Bastia/Chalti	Dett Sukhidhang	13	14
Bastia/Chalti	Dett Chalthi	27	0
Bastia/Chalti	Champawat	63	36
Bastia/Chalti	HQ 65 RCC/Pithoragarh	143	116
Bastia/Chalti	Dett Kanalichina	167	140
Bastia/Chalti	Dett Askote	194	167
Bastia/Chalti	Dett Jauljibi Town	206	179
Bastia/Chalti	Dett Balukote	216	189
Bastia/Chalti	Dett Baram	221	194
Bastia/Chalti	HQ 67 RCC (Gothi)	228	201
Bastia/Chalti	Dett Dharchula	233	206
Bastia/Chalti	Dett Bangapani	236	209
Bastia/Chalti	Dett Dobat	238	211
Bastia/Chalti	Dett Elagad	245	218
Bastia/Chalti	HMP site at Km 98 on P-T Rd	240	213
Bastia/Chalti	Tapovan	249	222
Bastia/Chalti	Dett Tawaghat	250	223
Bastia/Chalti	Dett Madkote	251	224
Bastia/Chalti	Dett Tintola	253	226
Bastia/Chalti	Dett Ghasku	259	232
Bastia/Chalti	Dett Pangla	261	234
Bastia/Chalti	HQ 1447 BCC (Dharkot)	265	238
Bastia/Chalti	Dett Mangti	267	240
Bastia/Chalti	Dett Sobla	267	240
Bastia/Chalti	Dett GhatiaBagar	270	243
Bastia/Chalti	Dett Munsuari	275	248

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

25. Distance shown above is a rough guide only and shall be considered for reference only. For the purpose of payment to the contractor for the stores conveyed to any destination under the contract provisions, the exact distance/lead for various destinations/delivery point of stores/materials shall be ascertained by the Board of Officers convened **by OC Contract**. The distances so ascertained by the Board of Officers shall be final and binding to the contractor and they shall not have any claim on this account.

**DUMPING SCHEDULE**

26. The approximate quantity of Cement to be handled under this contract and are for rough guidance. The contractor shall not have any claim for any changes/variations in the qty and tonnages.

**NON DELIVERY OF STORES IN TIME**

27. In case any stores are not delivered by the contractor within a reasonable period of time (maximum 15 days) from the date of dispatch of store, suitable action as deemed fit under the contract and law shall be initiated by the OC, contract and Chief Engineer

**PAYMENT OF WORK**

28. The payment will be released through E-Payment mode, for which the contractor is required to submit the NEFT/RTGS Mandate Form (enclosed at Appx 'B') duly filled in the specified details. Otherwise, it will be released through A/c Payee Cheque.

29. In case where the payment is released through cheque it will be sent by post to the Contractor for which the postage charges will be deducted from the net amount due to the Contractor.

**DISCREPANCIES /DOUBTS**

30. In case of any disputes or discrepancies or any doubt or obscurity as to the interpretation of any of the conditions contained in the tender documents i.e. General conditions of Contract, Special Conditions, Particular Specifications etc , the matter shall be referred to the Accepting Officer, whose decision in this regard shall be final and binding.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

Appendix – ‘A’

NAME OF WORK: “HANDLING AND CONVEYANCE OF CEMENT FROM 509  
SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD  
SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN  
UTTARAKHAND STATE”

FORMATS FOR SUBMISSION  
OF  
QUALIFICATION DETAILS  
(T-Bid)

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'I' to Appx 'A'**  
(Clause 5.2.4.1 (i) refers)

**AVAILABILITY OF CREDIT FACILITY**

1. This is to certify that M/s \_\_\_\_\_ is a reputed company with good financial standing.
2. The bank is ready to provide credit facility to the extent of Rs. \_\_\_\_\_ to the firm to meet their working capital requirement for executing the various contract works.

Seal of Bank  
Manager  
Date:

Signature of Branch  
with Stamp

- Note** : 1. Exempted for the contractors enlisted in eligible class or above with BRO.
2. It shall not be more than 3 months old.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'II' to Appx 'A'**  
(Clause 5.2.4.1 (ii) refers)

**AFFIDAVIT ON IMMOVABLE PROPERTY**

1. That the following property as per the details given below is held in my name company name.

S/No	Address of property	Name of holder	Area (sqmtr)	Market value (Rs. In lac)

2. That the above immovable property is free from mortgages, hypothecation or any other disputes and encumbrances and clearly belongs to me/my company.

**Or**

That the immovable property is free from any disputes and encumbrances and clearly belongs to me/my company. The immovable property has been mortgaged /hypothecated for Rs..... The total market value of immovable property as per valuation report given by Registered valuer is Rs..... Therefore residual market value of property i.e. Rs..... (market value minus mortgaged value) is free from any mortgage/hypothecation.

3. That the said immovable property has not been shown for seeking enlistment of a sister concern in BRO.

4. That the said immovable property will not be sold, transferred, gifted or otherwise disposed off till satisfactory completion of the work.

Attestation by Notary Public

(Signature of contractor)  
with seal

Date:

**Note** : 1. Exempted for the contractors enlisted in eligible class or above with BRO.

2. The affidavit be given on a Stamp paper of appropriate value duly attested by Notary Public.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure-III to Appendix 'A'**  
(Clause 5.2.4.2 refers)**WORKS COMPLETED DURING LAST FIVE YEARS AND IN HAND DURING CURRENT YEAR**

SI No	Name of Client/ Deptt concerned	CA No	Nature of work in brief	CA Amount (Rs in Lakhs)	Date of Commencement	Stipulated period of completion	Actual/ likely date of completion	Value of work executed during the year (Rs in Lakhs)					Value of balance work (Rs in Lakhs)	Remarks
								2013-14	2014-15	2015-16	2016-17	2017-18		
							<b>Total</b>							

(Signature of contractor with seal)

**Note :-**

1. In case the work executed or in hand related to any other deptt or Project than HQ STF Hirak, please enclose a copy of completion certificate (in case of completed works) and copy of acceptance letter/ work order in case of on going work.
2. The details of contracts may be given in Category wise manner viz Execution Contract, Surfacing, Re-surfacing , H/C contract, supply of materials, Fabrication works, Bridge construction, Building Construction etc.

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'IV' to Appx 'A'**  
(Clause 5.2.4.3 refers)

**ANNUAL TURNOVER OF THE FIRM FOR LAST FIVE YEARS**

S/No	Year	Over all Annual Turnover (Rs in Lakhs)	Annual Turnover in r/o Civil Engg Works only (Rs in Lakhs)	Remarks
1.	2013-14			
2.	2014-15			
3.	2015-16			
4.	2016-17			
5.	2017-18			

Date :

(Signature of contractor  
with seal)**Note :** To be certified by the Chartered Accountant(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018ASW/SSW/Dir(Contract)  
for Accepting Officer



**Annexure-V to Appendix 'A'**

(Clause 5.2.4.3 refers)

**AVAILABLE BID CAPACITY (ABC)**

Available Bid Capacity (ABC) will be calculated as under:-

$$\text{Available Bid Capacity} = 2.5 \times A \times N - B$$

A- Maximum value of all Civil Engineering works in any one year during the last 5 financial years

(ref annexure-V)

(Updated to the current price level with enhancement factors as given below):-

<u>Year</u>	<u>Multiplying factor</u>
Last year	1.10
Year second to last year	1.20
Year third to last year	1.30
Year fourth to last year	1.40
Year fifth to last 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.

A = \_\_\_\_\_ : B= \_\_\_\_\_ : N = \_\_\_\_\_

ABC = \_\_\_\_\_

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018ASW/SSW/Dir(Contract)  
for Accepting Officer

Annexure 'VI' to Appx 'A'DETAILS OF VEHICLE/EQPT/PLANT

S/No	Type of Veh/Eqpt/Plant required	Nos required	Source from where to be arranged (owned/leased/hire etc)	Location presently deployed	Year of manufacture & its condition	Based on known commitments, whether will be available for use in the proposed contract
1	Trucks/Tippers/Dumpers	06				

Date:  
seal)

(Signature of contractor with

**Note :** Please enclose an affidavit as per the format enclosed at annexure VII

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'VII' to Appx 'A'**  
(Clause 5.2.4.4 refers)**AFFIDAVIT ON HOLDING OF VEH/EQPT/PLANT**

It is certified that the Veh/Eqpt/Plants as per the details given below are owned by my/our firm for execution of various works.

S/No	Veh/Eqpt /Plant	Registration No	Year of Manufacture	Owned in the name of owner/Firm

In addition the following Veh/eqpt/plants are proposed to be hired by me for this work, if awarded:-

S/No	Veh/eqpt/plants	Nos proposed to be hired	Source from where hiring proposed

(Attestation by Notary Public)

Date:  
seal) Note: To be Attested by Notary Public

(Signature of contractor with

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'VIII' to Appx 'A'**  
(Clause 5.2.4.5 refers)

**UNDERTAKING/AFFIDAVIT ON PERFORMANCE OF THE FIRM**

It is certified that :-

- (i) There is no poor/slow progress in running work. (If yes please submit details and reasons of delay to check that these are not attributable to you or are beyond your control).
- (ii) There are no serious defect observed in works which stand rectified(If yes please submit details and reasons)
- (iii) There are no cancelled/ abandoned contracts in which Govt unrealized recoveries exist (If yes please submit details and reasons)
- (iv) My/Our firm has not been blacklisted by any Govt Deptt (If yes please submit details and reasons)
- (v) There are no any Govt dues outstanding against the firm (If yes please submit details and reasons)
- (vi) Proprietor/partners/directors of firm are not involved in anti-national/social activities and have neither been convicted nor any proceeding are pending in court for such activities (If yes please submit details)

Place :

(Signature of contractor  
with seal)

Date:

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'IX' to Appx 'A'**  
(Clause 5.2.4.6 refers)

**DETAILS OF ARBITRATION/COURT CASES**  
(DURING LAST FIVE YEAR)

S/N o	Name & Address of Employee	Cause of Dispute	Amounts Involved	Brief details of Court Order/ Present progress

Place :  
contractor  
Date :

(Signature of  
with seal)

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Annexure 'X' to Appx 'A'**

(Clause 5.2.4.6 refers)

**PARTICULARS OF FIRM**

SI No.	Items	Details
1.	Name of firm or Individual	
2.	Legal status of the firm	Individual company (incorporated/un-incorporated)/partnership firm/public limited
3.	Address	
4.	Contact telephone, Mobile, Fax No.	
5.	PAN No. (Enclose photocopy)	
6.	Details of Banker & Bank A/C	
7.	Registration details:	
	(a) Registration class & No.	
	(b) Validity date of registration	
	(c) Authority with whom registered and their address	
	(d) Letter ref under which registered	
8.	Passport No of Proprietor/Partners/directors (Please enclose photocopy)	

Date:

(Signature of Contractor with seal)

**Note : Exempted for the contractors enlisted with BRO in any class.**

(Signature of the Contractor with seal)

Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

Annexure 'XI' to Appx 'A'

(Clause 20 (c) refers)

**FORM OF BANK GUARANTEE**

(To be stamped in accordance with the Stamp Act of India)

Bank Guarantee No. \_\_\_\_\_

Date of issue \_\_\_\_\_

To :

The Chief Engineer  
Headquarters  
STF HIRAK  
C/O 56 APO

WHEREAS .....(Name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of contract No. ....dated..... to execute the..... (Name of work) . AND WHEREAS it has been stipulated in the said Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified herein as security for compliance with his obligations in accordance with the contract in lieu of cash deposits held by you.....

AND WHEREAS we have agreed to give the Contractor such a bank guarantee.

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor upto a total of .....(amount of guarantee).....(in words), such sum being payable in Indian Rupees, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first 'written demand' and without cavil or argument any sum or sums within the limits of .....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 24 months from the date of commencement of the work. The tendency of any dispute or arbitration or other proceeding shall not affect this guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

NAME OF OFFICIAL

AND HIS DESIGNATION

DATE

(Signature of the Contractor with seal)

Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

Annexure-XII of Appendix 'A'VERIFICATION STATEMENT

By virtue of my signature below, I confirm that to the best of my knowledge and belief the information contained in the specified formats (Appendix 'A', Annexure) and enclosure thereto are truthful and exact.

We have participated for the PART-I/PART-II/PART-III or all the PARTS of the bid (score out the part /parts not participated).

Dated :

(Signature of contractor)

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer



**Appendix 'B'**  
**(Ref para-17.1 of Special**  
**Condition of contract)**

**NEFT/RTGS MANDATE FORM**

(1)	Name of firm/contractor as per account in the Bank	
(2)	Beneficiary's Account Number (As appearing on the Cheque Book)	
(3)	Name of Bank where a/c is held	
(4)	Name of Branch	
(5)	Address of Branch	
(6)	Telephone No. of Branch	
(7)	IFSC Code of Branch	
(8)	9-Digit MICR Code Number of the Bank & Branch	
(9)	E-Mail ID of Contractor	

**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 due to incomplete or incorrect information of the bank details, I will not hold the payment releasing authority responsible for it.

Dated :

Signature of the contractor (Seal)

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**Appendix 'C'**  
**(Ref para-16 (d) of forwarding letter)**

**UNDERTAKING BY AUTHORISED SIGNATORY**

I, the under signed do hereby under take that our firm M/s \_\_\_\_\_ agree to abide by Terms and conditions of tender No. **CE(P)HRK/ /2018-19** for “HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE” from page No. \_\_\_\_\_ to \_\_\_\_\_ is advertised the CPPP site <https://eprocure.gov.in> and it shall be binding on us and may 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 with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**TENDER/CONDITIONS ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To,

The Chief Engineer  
HQ STF HIRAK  
C/o 56 APO  
PIN 931724

**Sub: Acceptance of Terms & Conditions of Tender.****Tender Reference No: CE(P)HRK/ /2018-19**

**Name of Tender / Work:** - “HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE”.

**Dear Sir,**

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

---

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , your department/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against deptt in satisfaction of this condition.

6. I/we have downloaded the tender from BRO website [www.bro.gov.in](http://www.bro.gov.in) or [www.bro.nic.in](http://www.bro.nic.in) (link tender-link-Hirak) & Central Public Procurement Portal- and I/we have not tempered/ modified the tender form in any manner. In case if the same is found to be tempered/ modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with BRO.”

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**BORDER ROADS ORGANISATION**  
**MINISTRY OF DEFENCE**  
**GOVT OF INDIA**

**HEADQUARTERS STF HIRAK**

NAME OF WORK: - "HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE".

**Part - II (PRICE BID)**

The following shall form part of this contract agreement: -

**Document annexed hereto**

<b>S/No</b>	<b>Particulars</b>	<b>Page No</b>
1	Contents	43
2	Schedule 'A' (Notes)	44 to 45
3.	Schedule 'A'	46
4.	Acceptance	47
5.	Tender Page	48

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**SCHEDULE- 'A' NOTES**  
**DESCRIPTION OF WORKS TO BE EXECUTED**

NAME OF WORK: - "HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE".

1. The under mentioned terms used in this Schedule shall be interpreted as follows:-
  - (a) "Unloading", "loading", "removing", shall mean these operations as carried out by manual labour without the use of crane or other appliance.
  - (b) In particulars, the terms "stacking" shall mean the neat or orderly arrangement (as may be directed) of any articles, irrespective of their size and shall include such arrangement on themselves, in compartments or in bins or other open receptable the terms shall also include the placing position of Dunnage as may be necessary to facilitate efficient stacking.
  - (c) A *wagon* shall mean a Railway wagon whether open or close.
2. Payment shall be made on the basis of weight of the goods handled, weights less than a tonne but exceeding half a tonne shall be paid as one tonne and weight of half tonne and less shall be paid as half tonne. The rate of half a tonne shall be half of the rate given for one tonne.
3. Under the schedule of work Cement will be loaded from 509 SS&TC (GREF) at Bastia/Chalti to various locations of road sectors of 65 RCC, 67 RCC & 1447 under STF HIRAK in Uttarakhand state as per the dumping schedule given at Clause-25 of special condition, including unloading at the location and proper stacking thereof in the godown.
4. The rate shall be **quoted in percentage above Schedule 'A' rates provided in schedule 'A' given in BOQ in online.** The Schedule 'A' given in page srl No **46** is for reference only.
5. The tender shall remain valid for a period of **60** days from the stipulated date of submission.

**Note:-**

1. **Reference items 1**  
Distance less than a kilometer but exceeding half a kilometer should be paid as tonne kilometer and the distance of half a kilometer and less shall be paid as for ½ a tonne kilometer. The rate for ½ a tonne kilometer shall be ½ of the rate given for tonne kilometer.
2. **Reference items 2**  
When distance through which the goods are carried exceeds 5 km when does not exceed 10 km the transportation shall be paid under item No 2.
3. Rates quoted by the contractor deems to be inclusive of any unforeseen expenditure on account of transshipment of stores en-route to cross the water channels/nallah/rivers

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

through ferry or otherwise necessitated during monsoon or flood or otherwise due to any interruption.

4. Contractor shall arrange transit insurance of an appropriate amount for the Plant/Eqpt/Goods being transported to cover risk during transit.
5. In addition to security deposit the successful bidder shall have to submit Bank Guarantee Bond amounting to Rs.5.00 lakhs (Rupees five lakhs only) before commencement of work towards the cost of stores remaining in his custody for handling/conveyance.

**SCHEDULE- 'A'**

S/No.	Description of work	Unit of calculation	Rate of payment	Estimated cost Rs.
1.	Removing cement from any place inside or outside buildings, loading into road vehicles, unloading at the required site inside or outside buildings and stacking neatly as directed (Transporting charges not included in the rate and shall be paid under item 2 below <b>(15706 MT)</b> )	Tonne	Rs.3.25 (Rupees three and paise twenty five only)	<b>Rs. 51044.50</b>
2.	Transporting any class of goods by any means to a distance exceeding 10 km <b>(3612380 T/km for Cement)</b>	Tonne/Km	Rs.0.53 (Paise fifty three only)	<b>Rs. 1914561.40</b>
			<b>Total (Schedule-'A')</b>	<b>Rs. 1965605.90</b>
			<b>Say</b>	<b>Rs. 1965606.00</b>

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer

**ACCEPTANCE**

\_\_\_\_\_ alterations have been made in this document and as evidence that these alterations were made before the execution of the Contract Agreement. They have been initialed by the \_\_\_\_\_ contractor \_\_\_\_\_ and \_\_\_\_\_ . The said officer is hereby authorized to sign and initial on my behalf the documents forming part of this Contract Agreement.

The above tender is hereby accepted by me for and on behalf of the President of India at the rate \_\_\_\_\_ **above/below schedule 'A' rate for item No.**

\_\_\_\_\_ **of schedule 'A'** for HANDLING AND CONVEYANCE OF CEMENT FROM 509 SS&TC (GREF) AT BASTIA/CHALTI TO VARIOUS LOCATIONS OF ROAD SECTORS OF 65 RCC, 67 RCC & 1447 BCC UNDER STF HIRAK IN UTTARAKHAND STATE in favour of **M/s** \_\_\_\_\_

on the \_\_\_\_ day of \_\_\_\_\_ 2018

(Signature of the Contractor with seal)

Dated : \_\_\_\_\_ 2018

Chief Engineer  
HQ STF Hirak  
Accepting Officer  
For and on behalf  
of  
The President of  
India

(Signature of the Contractor with seal)

Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer



**TENDER**

The President of India,

Having examined and perused Schedule-'A' and the conditions of contract attached hereto. I/We (hereinafter called the "Contractor") do hereby offer to execute upon the terms and conditions herein set forth the handling and / or conveyance of stores of any description specified in the Schedule-'A' entered in the said schedule as may be required and demanded by the Accepting Officer during the period of **365 days** commencing from the date of acceptance of tender/issue of work order (whose requirements as estimated as per Schedule-'A' rates will amount to **Rs. 19.65 lakhs** but this cost is a rough guide only and will not be binding if the actual requirements are less or more) and further offer to execute by piece work (upon the terms and conditions) all or any additional work in connection with the handling/conveyance of stores as may be required from time to time during the period of this contract as such rate or rates as shall be determined in accordance with condition 32 of the conditions of contract annexed hereto.

In consideration of the President of India (hereinafter called the "Government") agreeing that for the said period and so long as the contractor carries on the contract and it is in force no one but the contractor shall be employed to do the said work except as provided in condition 5 of the conditions of contract as such rate or rates as shall be determined in accordance with condition 32 of the conditions of contract annexed hereto, the contractor hereby agrees to abide by the rates hereby tendered and to fulfill all the terms and provisions of the said conditions of contract as far as applicable or in default thereof to forfeit and pay to the Government, the sums of money mentioned in the said conditions of contract without prejudice to the Government's right to claim damages for breach of contract. It is further agreed to refer all disputes as required by Condition 36 of General Conditions of Contract IAFW 2320 to the Sole Arbitration of an Engineer Officer to be appointed by the **Director General Border Roads, New Delhi or Officiating Director General Border Roads** in his absence, whose decision shall be final, conclusive and binding.

**Note:-** The rate shall be **quoted online in figures only** in the provided space in **Schedule 'A'** given in **BOQ (Excel sheets)**.

Should this tender be accepted, the sum of **Rs.2,84,100/- (Rupees Two lakhs Eighty Four thousand One hundred only)** for complete work forwarded as earnest money shall either be retained as part of security deposit or be refunded by the Government on receipt of the stipulated amount as per condition of 9 of IAFW-2320. **In addition to security deposit the successful bidder shall have to submit Bank Guarantee Bond amounting to Rs.5.00 lacs (Rupees five lac only) before commencement of work towards the cost of stores remaining in his custody for handling/conveyance.**

Tender shall be accepted as a whole or in part as per the discretion of the Accepting Officer. Contractor shall not have any claim on this account

Dated this \_\_\_\_\_ date of \_\_\_\_\_ 2018

Signature of Witness  
Address \_\_\_\_\_

Signature of Contractor

(Signature of the Contractor with seal)  
Dated : \_\_\_\_\_ 2018

ASW/SSW/Dir(Contract)  
for Accepting Officer