

MINISTRY OF DEFENCE, GOVT OF INDIA
(BORDER ROADS ORGANISATION)
CHIEF ENGINEER PROJECT UDAYAK

NAME OF WORK: “SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE.”

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* Not attached. These documents can be seen in the office of HQ CE (P) Udayak/Cdr Task Force/OC during working hours.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

Tele :03759-240607
Fax :03759-240218
e-mail: bro-udk@nic.in

Headquarters
Chief Engineer
Project Udayak
PIN – 931 715
C/O 99 APO
27 Sep 2022

80101/13 /E8

M/s/ Shri-----

“SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE”

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 herewith. **Please note that tender will be received through online only by the Chief Engineer (P) Udayak, C/O 99 APO up to 1100 Hrs on 18 Oct 2022.** 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 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 HQ CE Project **Udayak** at the above mentioned time. However, they can view online tender opening process at their premises

3. Tender documents may be downloaded from Defence eProcurement Portal (DePP) website <https://eprocure.gov.in/eprocure/app>. Scanned copies of all the documents, duly authenticated, as per requirement of tender conditions be uploaded with the online submitted bid. The Hard copy of original instruments Bid security declaration, Integrity Pact duly signed on each page by the bidder(s) and undertaking given at page No. 80 of tender must be delivered to the Chief Engineer Project within 05 days from the bid submission end date. If scanned copy of Bid Security Declaration and Integrity Pact (integrity pact is applicable for tender with estimated cost of Rs 5 Crore and above for all works contracts and in tender for procurement of services, stores, equipment & plants with estimated cost of Rs 1 Crore and above) is not uploaded along with the T-Bid, same shall be rejected by the Accepting Officer. Scanned and Original copy should be same and no difference is acceptable.

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

Part-I ('Technical Bid' - 'T' Bid)

Part-II ('Price/Commercial' bid- 'Q' Bid)

5. **Part-I (Technical Bid- T-Bid)**

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

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

- (i) Scanned copy of DD in support of cost of tender documents, if asked.
- (ii) Scanned copy of Earnest Money Deposit by un-listed contractor and enlisted Contractor who have not submitted standing security deposit.
- (iii) Scanned and signed copy of all the Eligibility/qualification documents required as per tender conditions given at Page No 01 to Page No16 of tender documents.
- (iv) Scanned and signed copy of Integrity Pact.
- (v) Scanned and signed copy of undertaking by tenderer given at Serial Page No. 81 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.
 - (vi) Particular/Technical Specifications including Drawings, if any.
 - (iv) Any other tender Amendment/errata to tender document.

5.2 **Technical Evaluation Criteria**

5.2.1 Un-enlisted contractors with BRO/Enlisted contractor with BRO, who have not submitted standing security deposit, they should have submitted Earnest money.

5.2.2 All the Pages of T-Bid should have been signed by the bidders/authorised rep having valid Power of Attorney.

6. **Eligibility Criteria.**

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 work as given in NIT. The tenderer will submit copy of latest balance sheet/tax paid details. For details of immovable properties the bidder will submit the certificate as per format.

6.1 **Experience.**

Tenderer should have successfully completed or substantially completed with any Govt agencies/PSU/municipal corporation/Local Govt bodies **three** similar works costing not less than the amount equal to 40% of estimated cost of work or **two** similar works costing not less than the amount equal to 50% of estimated cost of work or **one** similar work costing not less than the amount equal to 80% of estimated cost of work in "last seven & current" financial years. **Similar works means execution of road works/Supply of road construction materials such as Stone aggregates and fine aggregates etc.**

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 work 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 0.1).

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

6.2 Available Bid Capacity (ABC)

6.2.1 ABC as per formula given here under should be more than the estimated cost of work given in NIT. Tenderer shall calculate ABC and submit details duly signed on letter head.

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

A- Maximum value of all civil Engg. works in any one year during the last 5 financial years (updated to the current price level with enhancement factors as given below) supported with duly certified Balance Sheets/Certificates from Chartered accountant

<u>Year</u>	<u>Multiplying factor</u>
Last first year	1.1
Last second year	1.2
Last third year	1.3
Last fourth year	1.4
Last fifth year	1.5

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 shortfall in tender documents to be uploaded by the bidder. The tenderer will respond in not more than 07 days of uploading of the clarification letter through shortfall option, failing to which his tender is liable to be rejected.

6.3 Vehicles, Equipment 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 crushers given hereunder: -

Critical Equipment

(i) Stone Crusher 40 TPH or bigger = 01 No

Other V/E/P

(i) Tippers/Dumper = 05 Nos
(ii) Other Eqpts and plants as required.

**(A) Equipment should be either owned by the tenderer
or**

Tenderer should have assured ownership

(B) The assured ownership shall mean purchase, rent/lease agreement. In the category of purchase, the invoice raised by manufacturer till the opening of T-bid shall be considered. In the category of rent/lease agreement, the assured ownership shall be reckoned on the basis of agreement between tenderer and owner of the Vehicle/Equipment/Plant through an affidavit executed before the **first class magistrate** not after the date of uploading the NIT on the CPP portal.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

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.

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

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 Requirement.

- (a) There should not be 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).
- (d) He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons).
- (e) There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons).
- (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected.
- (g) Proprietor/partners/directors of firm are not involved in antinational/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).
- (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

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 ON 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 of Annexure 'I'. The JV shall be considered as un-enlisted contractor. The JV shall submit earnest Money Deposit for all tender and individual performance Security as per instructions, in contract is awarded.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

7.2 JV shall be allowed to the following works:-

- (a) Road work with estimated cost more than Rs.50 crore.
- (b) Bridge work and via duct with estimated cost more than Rs.20 crore.
- (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.

7.4 Foreign Companies shall not be permitted to participate in JV except in case of tunnel project Security clearance of Foreign Companies having foreign citizenship Directors shall 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. II/20034/2013-IS II dt 30 Jun 2015 and amendment there if vide OM No. II/20034/2013-II dt 09 Dec 2015. These letters, being classified, are not being 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 to 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/E2 W (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.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- 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 meeting fully/ jointly by both the parties of JV or as a single unit of JV.
- 7.1.0 In the Residual Bid Capacity (in the formula $2.5 \times A \times N - B$, where A=Maximum turnover in last five financial year, N= Period of completion of contracted (tendered) work (in year 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.
- 7.1.1 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 (in proportion to his percentage share in JV shall also be considered against the tender applied in his own capacity and hence these details shall be submitted by the Firm/Contractor in his T-bid.
- 7.1.2 JV concluded up-to 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.
- 7.1.3 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 (ie shall not be qualified in 'T' bid Cover '1').
- 7.1.4 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 7.1.5 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of 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.

7.1.6 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 (party/fully) from one party, it shall be recovered from other party.

8 List & format of eligibility documents to be attached along with 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	Remarks explaining reasons of delay, if any
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Note: Works proving 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 Engg 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 with vintage required for execution of work in following format:-

S/ No.	Item	Year of Manufacture	Source from where to be arranged (Owned / lease etc.)	Location presently deployed	Based on known commitments, whether will be available for use in the proposed contract.
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(b) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting Officer is required to be enclosed.

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(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

8.4 Integrity Pact (IP)

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 uploaded 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).
(d) He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons).
(e) There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons).
(f) Proprietor/partners/directors of firm are not involved in antinational/ antisocial 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 and current financial years and also presently in progress as per following format:-

(a) Name & Address of employer
(b) Cause of dispute
(c) Amounts involved
(d) Brief of Court Judgment/arbitration award (if published) otherwise present progress

8.6 Constitution of firm alongwith copy of partnership deed (in case of partnership firms) and memorandum of articles and association (in case of limited companies).

8.7 In case of un-enlisted 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.

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

8.9 Lowest bidder if un-enlisted firm in BRO (if his offer is decided for acceptance) will be required to fill enlistment form for provisional enlistment.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

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)
- (iii) Schedule B,C& D
- (iv) Tender Pages

10. **Q-bid evaluation**

- (i) Arithmetical corrections shall be made if not correct.
- (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) 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, retendering shall be resorted in a fair and transparent manner.
- (v) Completion Period as indicated in Tender Documents have been accepted.

10.1 The Chief Engineer Project Udayak 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 tenders 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 tenderer 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 and 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 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.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

11. **Earnest Money:-**

a) Earnest money is not required to be attached with tender by the valid enlisted contractor with BRO who have submitted standing security deposit and MSME registered firms as per Rule 170 (i) of GFR 2017,

b) Unlisted contractors and enlisted contractors with BRO who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting to **Rs 217000/- (Rupees two Lakh seventeen thousand only)** in the shape of call Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of **Chief Engineer Project Udayak, C/O 99 APO** obtained from any Nationalized/Scheduled Bank and having maturity/validity period 90 days more than the validity period of his offer. T 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 other amount lying with the department in any form against any other tender and/or contract shall not be considered as adjustment against the tender.

(c) Earnest money shall be returned to unsuccessful bidder after opening of Financial Bids and to successful (L1- Bidder) after receipt of Security deposit.

12 **Performance Security :**

12.1 Within 28 days of the letter of acceptance , the successful bidder (L-1) shall deliver to the Accepting Officer a Performance Security for an amount equivalent **to 3% of the Contract** sum.

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 Govt order, 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, 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.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

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 120 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.

16 **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 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.

17 **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.

Yours Faithfully

Signature of Contractor
Dated :
Enclosures : Tender Documents

For Accepting Officer

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 of20.....

AMONGST

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

AND

2.....Having its registered Officeat
.....(hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the contest 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 ROAD ORGANIZATION, represented by its (Name of tendering office) and having its office at _____ (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..... for _____ (name of work).

(B) The Parties are interest in jointly bidding for the tender as member of 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 IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

2. Joint Venture

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

(a) 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 with seal)
Dated : _____

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 with seal)
Dated : _____

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 :

(Signature of the Contractor with seal)
Dated : _____

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

General

1. Whereas the President of India, represented by Chief Engineer Contract hereinafter referred to as Principal / Owner and the first part, has floated the TENDER No: CE (P) UDAYAK-05 of 2022-23 and intends to award, under laid down organizational procedure, contract for **NAME OF WORK: "SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE"** hereinafter referred to as works / Services and M/s..... represented by, (Which term unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Contractor and the second part is willing to carryout the works / services.

2. Whereas the Bidder is a Proprietorship Concern / Partnership Firm / Limited Liability Firm/ Private Limited Company/ Limited Company/ Joint Venture constituted in accordance with the relevant law in the matter and the Principal/ Owner is Chief Engineer Contract performing its functions on behalf of the President of India.

Objectives

3. Now, therefore, the Principal/ Owner and the Bidder agree to enter into this pre-contract agreement, referred to as INTEGRITY PACT (IIP), to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealing prior to, during and subsequent to the conclusion of the contract to be entered into with a view to:-

3.1 Enabling the Principal/Owner to get the desired works/services at a competitive price in conformity with the defined specifications of the Services by avoiding high cost and the distortionary impact of corruption on public procurement.

3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by their officials by following transparent procedures.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

Commitment of the Principal/Owner

4. The Principal/Owner commits itself to the following:-

The Principal/Owner undertake that, no official of the Principal/ Owner, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any parson, organisation or third party related to the contract; in exchange for an advantage; in the bidding process, bid evaluation, contracting or implementation process related to the contract.

4.2 The Principal/Owner will, during the pre-contract stage, treat all Bidders alike and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

4.3 All the officials of the Principal/Owner will report to the appropriate Government Office any attempted or completed breach (s) of the above commitments as well as any substantial suspicion or such a breach.

5. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Principal/Owner willful and verifiable facts and the same is prima facie found to be correct by the Principal, Owner, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings any be initiated by the Principal/Owner and such a person shall be debarred from further dealing related to the tender/contract process. In such a case while an inquiry is being conducted by the Principal/Owner the tender process/proceedings under the contract would not be stalled.

Commitments of Bidders

6. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

6.1 Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour any material or non-material benefit or other advantage, commission, fee, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or non-material benefits or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder would not enter into conditional contract with any Agent (s), broker (s) or any other intermediaries wherein payment is made or penalty is levied, directly or indirectly, on success or failure of the award of the contract.

6.6 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts. Complaint will be processed as per Guidelines for Handling of Complaints in vogue. In case the complaint is found to be vexatious, frivolous or malicious in nature, it would be construed as a violation of Integrity Pact

7. **Previous Transgression**

7.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in respect of any corrupt practices envisaged hereunder or with any public sector Enterprise in India or any Government Department in India.

7.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract and if already awarded, same can be terminated for such reason.

8. **Company Code of Conduct**

8.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the country.

9. **Sanction for Violation**

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

(i) Technical bid of the Bidder will not be opened, Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.

(ii) Financial bid of the Bidder will not be opened, Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder (s) would continue.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

(iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in case contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason therefore. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal /Owner shall be deducted from any amount held with the Department/any payment due.

(iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.

(v) To encase the Performance Security furnished by the Bidder.

(vi) To cancel all or any other Contract (s) with the Bidder.

(vii) To temporarily suspend or temporarily debar/permanently debar the bidder as per the extant policy.

(viii) If adequate amount is not available in the present tender/contract, the deficient amount can be recovered from any outstanding payment due to Bidder from the Principal/Owner in connection with any other contract for any other works/services.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal/owner, or alternatively if any close relative of an officer of the Principal/owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal/Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree, or other of a competent Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer, in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Owner and if he does so, the Principal/Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

9.2 The decision of the Principal/Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purpose of this pact.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

10. **Independent External Monitors (IEMs)**

10.1 MoD has appointed the following Independent external Monitors for this pact in consultation with the central vigilance commission:-

Si/No	Name of IEM	e-mail Id
1	Shri Sudhir Bhargava, IAS Retd	bhargav4@nic.in
2.	Shri Vikram Srivastava, IPS Retd	vikramsrivastava1973@gmail.com

10.2 Details of Nodal Officer nominated by the DGBR are as follows:-

Name	Shri Rakesh Kureel, SE (QS&C)
E-mail Id	bro-ddgepcncontract@bro.gov.in

10.3 In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to the Nodal Officer and the other party. If any such complaint from bidder is received by the Principal/Owner, the Principal/Owner shall refer the complaint to the Independent external Monitors for their recommendations/inquiry report.

10.4 If the IEMs need to peruse the relevant records of the Principal/Owner and/or of the Bidder/Contractor in connection with the complaint sent to them, the Principal/Owner and/or the Bidder/Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records/documents of Sub-Contractor (s) are also required to be perused by the IEMs, the Bidder shall make arrangement for such perusal of records by the IEMs as demanded by them. IEMs are under obligation to treat the information and documents of the Principal/Owner and Bidder/Contractor/Sub-Contractors with confidentiality.

10.5 The task of the IEMs, is to review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions naturally and independently. The report of inquiry, if any, made by the IEMs shall be submitted to either of the following for a final and appropriate decision in the matter keeping in view the provision of this Pact:-

- (a) DGBR in normal cases
- (b) CVO (MEs & BRO)/MoD in cases involving vigilance angle.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

11. **Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact of payment of commission, the Principal/Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

12. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

13. **Other Legal Actions**

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. **Signing of Integrity Pact on behalf of Bidder**

- (a) Proprietorship Concern- The Integrity Pact must be signed by the proprietor or by an authorised signatory holding power of attorney signed by the proprietor.
- (b) Partnership firm- The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm- The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) Private Limited/Limited Company- The Integrity Pact must be signed by a representative duly authorised by Board resolution.
- (e) Joint Venture-The Integrity Pact must be signed by all partners and members to Joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

15. **Validity**

15.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor after the final payment under the contract has been made or till the continuation of Defect liability period, whichever is later and for all other bidders, till the contract has been awarded.

15.2 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 intentions.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

INTEGRITY PACT

To,
Chief Engineer
Project Udayak
PIN-931715
C/O 99 APO

Sub: TENDER No: CE (P) UDAYAK-05 of 2022-23

Submission of Tender for the work of NAME OF WORK:“ SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE”

Dear Sir,

I/We acknowledge that BRO is committed to follow the principles thereof as enumerated in the Integrity Agreement 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 enclosed the Integrity Agreement, which is an integral part of tender documents, falling, 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 this condition of the NIT**

I/We confirm acceptance and compliance with the Integrity Pact in letter and spirit and further agree that the 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 the 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 condition of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

INTEGRITY PACT

To,

M/s _____

Sub :-TENDER No: CE (P) UDAYAK-05 of 2022-23 for the work :

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, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This clarification 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 (P) Udayak
Accepting Officer

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

ANNEXURE-III
PERFORMANCE GUARANTEE BOND
(to be used by approved Scheduled Banks)

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 condition of an Agreement dated Made between.....and
For..... (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) 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 to as "the Bank) do hereby undertake to pay to the Government an amount not exceeding Rs Against any loss or damage caused to or would be caused 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.

2. 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 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. However, our liability under this guarantee shall be restricted to an amount exceeding Rs.....

3. 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 virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Office/Department), 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 the we shall be discharged from all liability under this guarantee thereafter.

4. We Bank Ltd. Further agree the Government that the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till (Officer/Department), Ministry of..... Certifies that the terms and condition 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 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 the 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 reliving us.

5. 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 with seal)
Dated : _____

for Accepting Officer

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BEDDING)
BORDER ROADS ORGANISATION
CHIEF ENGINEER PROJECT UDAYAK

1. Online bids are invited on single stage two bid system for “Sub :-“ **SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE**”

2. (The title of above heading of DePP site <https://defproc.gov.in> is **SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE**

as under:-

CRITICAL DATE SHEET

Publishing Date	27 Sep 2022 (18:00 Hrs)
Document Download Start Date	27 Sep 2022 (18.20 Hrs)
Clarification Start Date	28 Sep 2022 (11:00 Hrs)
Clarification end date	06 Oct 2022 (11:00 Hrs)
Pre Bid Meeting Date	07 Oct 2022 (11:00 Hrs)
Bid Submission Start Date	08 Oct 2022 (10:00 Hrs)
Bid submission end date	18 Oct 2022 (11:00 Hrs)
Technical Bid Opening Date	19 Oct 2022 (12:00 Hrs)
Financial Bid Opening Date	Will be informed later

3. Bids shall be submitted online only at DePP website: <https://defproc.gov.in>. Manual bids shall not be accepted. Tenderer/Contractor are advised to follow the instructions provided in the ‘**Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Defence eProcurement Portal for e Procurement at <https://defproc.gov.in>**’ before proceeding ahead.

4. The work is estimated to cost **Rs. 141.89 Lakh (Rupees one crore forty one lakh eighty nine thousand only)** approximately or as subsequently amended in tender documents or uploaded in DePP website <https://defproc.gov.in>. This estimate, however, is not a guarantee and is merely given as a rough indication of cost and if **works cost more or less, the tenderer shall have no claim on that account of what so ever nature.**

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

(Notice of tender (contd.....))

5. The tender shall be based on drawing, specifications, **General Conditions of Contracts IAFW-1815 Z** including amendments and errata up to date as mentioned in tender documents.
6. Not more than one tender shall be submitted by one contractor or contractors having business relationship, under no circumstance will father and his son (s) or other close relations who have business relationship with one another (i.e. when one or more partner (s)/director (s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
7. The work is to be completed within **180 days** or as subsequently amended in tender documents or uploaded in DePP website <https://defproc.gov.in> website in accordance with the phasing, if any, indicated in the tender from the date of placing of 1st work order, which will be generally within one month from the date of issue of acceptance letter.
8. The **Chief Engineer, Project Udayak, C/O 99 APO** will be the Accepting Officer, here in after, referred to as such for all purpose in this contract.
9. Intending tenderers are advised to visit again BRO website www.bro.gov.in and DePP website <https://defproc.gov.in> at least 03 (Three) days prior to date of submission of tender for any corrigendum/addendum/amendment.
10. 11. Earnest money is not required to be attached with tender by the valid enlisted contractor with BRO who have submitted standing security deposit and MSME registered firms as per Rule 170 (i) of GFR 2017, but it is required from other contractors to be attached (Scanned copy) with Technical Bid **for Rs 217000/- (Rupees two lakh seventeen thousand only)** in the shape of call Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of **Chief Engineer Project Udayak, C/O 99 APO** obtained from any Nationalized/Scheduled Bank and having maturity/validity period 90 days more than the validity period of his offer.
11. Successful bidder (L-1) shall deliver to Accepting Officer a Performance Security for an amount of **3% of contract sum** in the shape in Bank Guarantee or FDR within 28 days of issue of LoA.
12. Copies of drawings (if applicable) 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 :-
- Chief Engineer (Project) Udayak, C/O 99 APO**
13. Tenderers are advised to visit the work site by making prior appointment with the **Chief Engineer (Project) Udayak (Phone No. 03759-240607) C/O 99 APO** or **Commander 752 BRTF (Phone No. 03803-222077) / Officer Commanding 1446 BCC, C/O 99 APO**. Any Quarry related to tender condition may be clarified at telephone Nos as given above.
14. A tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he had actually inspected them or not.
15. Any qualification documents/tender which stipulates any alternative to any of the conditions laid down or which proposes any other conditions of any description whatsoever is liable to be rejected.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

(Notice of tender (contd.....))

16. The 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.
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. The Pre-contract Integrity Pact has been signed by Accepting Officer or by the officer specially designated by him and scanned copy uploaded as part of NIT along with tender documents. Scanned copy of Integrity Pact duly signed on each pages by the bidders(s) shall be uploaded as part of technical bid (cover-I) and original Integrity Pact duly signed on each pages shall be forwarded by post along with EMD and DD towards cost of tender, if asked.
19. The scanned copy of original instruments in respect of tender fee earnest money, Integrity Pact duly signed on each page by the bidder(s), and under taking regarding acceptance of tender conditions, Enlistment letter if firm is enlisted in BRO, EPFO, Registration letter, GST Registration and any other documents required to be submitted with respect to various conditions mentioned in the tender documents must be uploaded along with the technical bid. The Hard copies of all the documents should reach the tender Inviting Authority in the sealed envelope within 05 days of bid submission end date.
20. Tenderer who has downloaded the tender from the BRO website shall not be temper/modify the tender in any manner. In case if the same is found to be tampered/ modify in any manner tender will be summarily rejected and tenderer is liable to be banned doing business with BRO.
21. The accepting officer does not bind himself to accept the lowest or any tender or to give any reason for doing so.
22. In case of applications/bids (enlisted contractor/ as well as un-enlisted contractors) where scanned copied of requisite Earnest money (as applicable) were uploaded but the same are not received in physical form within stipulated time. Such bids shall not qualify for opening of finance bid.
23. In case of rejection of technical bid, contractor may appeal to next higher Engineering Authority i.e ADGBR (E) on e-mail ID : bro-adge@nic.in against rejection whose decision shall be final and binding, However, contractor/bidder shall not be entitled for any compensation whatsoever on account of rejection of technical bid.
24. For any further particulars, you may ref BRO website <http://bro.gov.in> and DePP website <https://defproc.gov.in>.
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 BRO enlisted contractors, the amount equal to the earnest money stipulated in the Notice of tender, shall be notified to the tenderer for depositing 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 allowed to participate in tendering in second call or subsequent calls.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

26. Important - Above particulars may change due to Administrative or any other reason and shall be available in BRO web site www.bro.gov.in and DePP website <https://defproc.gov.in>. Therefore bidders/contractors are requested to visit BRO web site www.bro.gov.in and DePP website <https://defproc.gov.in> frequently and at least once again 03 (Three) days prior to last submission date as per critical date sheet, for any changes in above particulars. The tenderer may also contact SW of Project Udayak or Dir (Contracts) on Phone No. 03759240607, Fax No. 03759249522 and www.bro-udk@nic.in during office hours.

Sl.No	Name and Rank	Appt	Mobile No	Land line No	Email id
(a)	Col Alok Mohanty	Dir (Cont)	8920362623	03759249615	Alokmohanty.171h@gov.in
(b)	Shri Murari Lal, EE (Civ)	SW	9083003362	03759249615	m_shastri72@yahoo.co.uk

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

File No.80101/14/E8

Headquarters
Chief Engineer
Project Udayak
C/O 99 APO

for Accepting officer
27 Sep 2022

1.	All India Tenders Information Bureau, Post Box No. 25 (Post Office), Shastri Nagar, Jaipur (Rajasthan) - 302 016	2.	Head Office of Builder Association of India, G-1/G-20 Commerce Centre, 7 th Floor, J-Dodajee Road, Tardeo, Mumbai- 400 034 E-mail: baihq@vsnl.net , baihq.mumbai@gmail.com
3.	MES Builders Association of India, 807, Sahyog 58 Nehru Place, New Delhi-110 019 Email :- www.mesbai.in/contactus.apx	4.	HQ DGBR / E8 Section Seema Sadak Bhawan, Ring Road, Delhi Cantt, New Delhi-110 010 Email :- bro-e8@nic.in
5.	CPWD Contractor's Association, B-Wing, I.P. Bhawan, New Delhi-110 002 Email ID :- contractors_asso@yahoo.in	6.	The Chief Engineer (Highways) East Zone, PWD AP, MOWB-II, Itanagar Po:-Itanagar State- Arunachal Pradesh Pin No:-791111 Email: cehwzone@gmail.com
7.	The Chief Engineer, Eastern / Western Zone (PWD), Itanagar, Arunachal Pradesh- 791 111	8.	The Chief Engineer, Department of Hydro Power Development, Vidyut Bhawan, Itanagar, Arunachal Pradesh - 791111 Email: ceoffice@arunachalvdro.org.in
9.	HQ Chief Engineer AF Shillong Zone Military Engineer Services Elephant Falls Camp PO:-Nonglyer, Shillong 793009	10.	The Chief Engineer, Public Works Department Fatasil Ambari, Guwahati, Assam
11.	All Project , C/o 56/99 APO	12.	
13.	HQ 48 BRTF, C/o 99 APO	14.	HQ 752 BRTF, C/O 99 APO
15.	62 RCC (GREF), C/O 99 APO	16.	103 RCC (GREF), C/O 99 APO
17.	1444 BCC (GREF), C/O 99 APO	18.	1446 BCC (GREF), C/O 99 APO
19.	518 SS&TC (GREF), C/O 99 APO	20.	534 SS&TC (GREF), C/O 99 APO
21.	1069 FdWksp (GREF), C/O 99 APO	22.	1080 FdWksp (GREF), C/O 99 APO
23.	AO (P) Udayak, C/o 99 APO	24.	EDP Cell of HQ CE (P) Udayak :- for uploading on BRO website and e-mail to all addressee.
25.	HQ ADGBR (East) C/o 99 APO		

GENERAL CONDITIONS OF CONTRACTS
(IAFW – 1815(Z), Revised 1953 with errata 1 to 34 and amendments 1 to 41)

FOR

NAME OF WORK: Sub :-TENDER No: CE (P) UDAYAK-05 of 2022-23 for the work SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE

1. A copy of the GENERAL CONDITIONS OF CONTRACT ((IAFW – 1815(Z), Revised 1953 with errata 1 to 34 and amendments 1 to 41 or up to date) 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 CONTRACTS 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 Document.

2. It is hereby further agreed and declared by me/us, the GENERAL CONDITIONS OF CONTRACTS including condition, 37 thereof pertaining to settlement of disputes by arbitration containing 64 pages and errata 1 to 34 and amendment **No 1 to 41 or up to date** shall form part of these tender documents

3. including condition 36 thereof pertaining to settlement of disputes by arbitration, containing 32 pages (Page 01 to 31) form part of this Tender Document.

4. Wherever the phrases Commander Works Engineer (CWE) and Garrison Engineer (GE) have been used in the General Conditions of Contracts ((IAFW – 1815(Z), Revised 1953 with errata 1 to 34 and amendments 1 to 41 or up to date), the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in General Reserve Engineer Force (GREF).

*** AS APPLICABLE**

NOTE: COPY OF GENERAL CONDITIONS OF CONTRACTS IAFW-1815(Z) CAN BE REFERRED IN ANY OFFICE OF BRO

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

SPECIAL CONDITIONS

1. GENERAL

Following Special Conditions shall be read in conjunction with the General Conditions of Contract IAFW-1815(Z) and Contract IAFW-1815(R) 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) and Contract IAFW-1815(R) up to latest amendment No. 41. 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) Ministry of Road Transport & Highways (MoRTH) Specifications for Road and bridge works (latest revision) published by Indian Roads Congress New Delhi.
- (d) Drawings and sketches.
- (e) Special Conditions
- (f) General Conditions of contracts.

2. SCOPE OF WORK

2.1 The scope of work under this contract is only for Supply of the items of materials shown in the Schedule "A" at the locations given in Schedule "A" and as per Particular Specifications, including conveyance, loading and unloading and stacking charges, etc complete in all respects as directed by Engineer-in-charge (EIC)

2.2 The contractor's rate shall be deemed to be inclusive of royalty, other charges including GST and any other taxes, etc as per existing Central Govt/State Govt order to be paid by the contractor. No extra claim shall be admissible on account of fluctuation of market rates directly and/or indirectly and/or implied on any account. No claim on account of misunderstanding, whatsoever, shall be entertained on any account in this respect.

3. VISIT TO SITE

3.1 The bidder is advised to visit the site of work by making prior appointment with the Commander, **752 BRTF (GREF), C/O 99 APO or Officer Commanding, 1446 BCC (GREF), C/O 99 APO** so as to acquaint himself with regard to nature and conditions of the site, nature and means of local communications, conditions of access and all other cognate matters concerning the execution and completion of the work. Any path tracks, approaches, etc required for the movement of plants, equipment, machines and vehicles, etc to the work site and platform, bund, etc required for the execution of work shall be the responsibility of the contractor and rates quoted must include these aspects also where required.

3.2 The bidder shall be deemed to have fully inspected and made himself familiar with various factors which may affect his quotation whether he actually inspects the site or not. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

3.3 The bidder shall be deemed to have fully become conversant with local conditions prevailing in the Arunachal Pradesh State where the contract is operative e.g. restrictions on plying of the vehicles imposed by the Security Forces and/or local administration and/or law enforcing agencies and also the liabilities for the security checks, etc. The department shall not be responsible for the eventualities due to security risks/ security requirements as may be required and/or imposed by the security forces and/or by the local administrative and /or law enforcing agencies. No claim whatsoever on this account shall be admissible.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

4. **WORKING HOURS**

4.1 Contractor's materials, transport, etc shall normally be permitted to enter/leave the site between 7 AM to 5 PM only. Dumping outside the timings mentioned above can be permitted by the OC Contract, if he so desires in the interest of the work.

5. **WORK ON HOLIDAYS**

5.1 The contractor shall not carry out work on weekly and paid holidays except when he is specially authorized in writing to do so by the OC Contract on his request in writing. Copy of request letter from contractor and permission so accorded by the OC Contract for the work on holidays shall be forwarded by the OC Contract to Accepting Officer for record.

6. **SECURITY AND PASSES**

6.1 The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand by the Engineer-in-Charge, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge as to the bonafide of such people. The Contractor and his workmen shall observe all the rules promulgated by the authorities controlling the area in which supplies under the contract are to be delivered, e.g. Prohibition of smoking, lighting, fire precautions, search of Persons on entry and exit, keeping specified routes, restricted hours of work, etc. Thorough search of all persons and transports may be conducted by the departmental authorities, Military Authorities or by any other authorities as approved/authorized by the OC Contract at the site of delivery of materials at any time and any number of the times for security reasons. Permits are to be obtained from the civil authorities, by the contractor for himself, his staff and labour. Nothing shall be paid extra on this account.

6.2 The work is to be executed in Arunachal Pradesh and contractor shall obtain all passess/permits as per the rules at his own expense and risk and nothing extra on this account shall be paid. Necessary assistance shall be sought by the contractor from the Department for obtaining passes to the firm or his representatives and workmen to enter in Arunachal Pradesh.

7. **UNLOADING AT SITE**

7.1 Unloading of materials shall be done by the contractor at the places shown/ marked by the Engineer-in-charge. If the contractor's labour unloads materials at places other than shown/ordered, the same shall have to be removed and taken to the places at contractor's own cost. If not lifted and delivered at the requisite place as directed by Engineer-in-Charge within the reasonable time, the same can be done by department and cost/charges on this account shall be recovered from RAR(s)/Final bill. The amount of recovery levied by OC Contract on this account shall be final and binding.

8. **PRICE ADJUSTMENT**

8.1 Rates in Schedule 'A' shall not be subjected to any adjustment whatsoever due to fluctuations in the local rates of material, POL, etc and rates of dearness allowances, wages, etc for labour during the contract period and/or any other cause whatsoever except as allowed vide clause 32 of General Condition of Contract of IAFW 1815 (Z) applicable only to finished items of supply.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

8.2 The rate quoted in the schedule 'A' shall be deemed to be inclusive of all such arrangement as may be involved in satisfactory execution of the work order under the contract. No claim whatsoever on account of any misunderstanding or otherwise shall be admitted.

8.3 **All the taxes viz GST, etc, as per the existing order of the Govt** shall be borne by the contractor and quoted rate shall be deemed to be inclusive of all such taxes.

9. **PHASE-WISE SUPPLY**

9.1 The material will be supplied quantity in 180 days. Supplies shall be made in a phased manner as fixed and directed by the Engineer-in-Charge. Any change in quantities of materials to be supplied shall be decided by Accepting Officer in conformity to Clause 5 of General Condition of Contract, IAFW 1815 (z) based on recommendation of OC Contract and Commander Contract on merits of the case.

10. **SOURCE OF MATERIALS AND ITS INSPECTION**

10.1 No Stone quarry shall be made available by the Department for this work. The arrangements for the source of materials as well as compliance to the different environmental requirements as stipulated, from time to time, by the Ministry of Environmental and Forest, Government of India and local bodies, as applicable shall be the sole responsibility of the contractor. The materials to be supplied under this contract shall be strictly in accordance with the requirements/specifications mentioned in the Particular Specifications.

11. **LAND FOR OFFICE**

11.1 The contractor shall have to make his own arrangements for land as may be required by him/ firm for housing of staff and workmen and for erection of store sheds, offices, godowns, etc. The contractor must ensure that the staff, labour, plant, equipment, stores, etc employed or collected in connections with the work are so located that there is no hindrances to the free flow of the traffic on the road. Suitable warning boards, lights and other measures are to be provided by the contractor at his own cost, for the safety of the traffic as directed by the Engineer-in-Charge.

12. **PERMIT FROM LOCAL AUTHORITIES FOR PLYING VEHICLES**

12.1 The contractor shall make arrangements for obtaining necessary permit from local authorities for plying his vehicles for the work in accordance with rules and regulations of the land. Assistance, if any, in obtaining permits can however be extended by the OC Contract/Engr-in-Charge.

13. **REJECTION**

13.1 Materials after being brought to site and dumped and having been rejected in laboratory tests shall have to be removed by the contractor immediately within 07 days of rejection. If the contractor fails in doing so, the Engineer-in-Charge shall have the right to get these rejected materials removed and thrown outside the road land, under departmental arrangements and no compensation on account of damage/loss shall be payable to contractor. The cost of such removals as worked out by the OC Contract, in consultation with Engineer-in-Charge shall be recovered from RAR(s)/ Final bill. The decision of the OC Contract for the amount to be deducted shall be final and binding on the contractor.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

14. EMPLOYMENT OF LOCAL LABOUR

14.1 Attention of the contractor is invited to the Condition 18 of the General Conditions of Contract , IAFW 1815 (z) and the Contractor shall as far as possible employ local labour under this contract. All facilities as per provisions in Labour Acts in force shall be provided to the labour by the Contractor. The Contractor shall pay wages not less than the fair wages fixed from time to time by the Arunachal Pradesh or minimum wages fixed under the Minimum Wages Act by the Central Govt whichever is higher. The department shall have the right to call for any documents related with employment of labour being principal employer.

15. PROCUREMENT OF OTHER STORES/MATERIALS

15.1 Contractor shall remain responsible for procurement of all stores/materials including all tools/equipment required for procurement and supply of the items listed at Sch 'A' under this contract. The rates shall be deemed to be inclusive of all such eventualities.

16. INSPECTION (REFER CLAUSE 20 OF IAFW –1815 (Z))

16.1 Inspection of work at different stages shall be carried out by Engineer-in-Charge, OC Contract, Task Force Commander or any officer of the Department concerned with this work. The contractor shall provide all facilities for such inspection and examination of any part of the work and no special claim on this account shall be admissible and/or accepted by the department.

17. MEASUREMENTS

(a) 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 into 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 MORTH specification for Road & Bridge works (Latest Revision) and connected documents thereof and test results are found satisfactory and proper records are maintained. The measurement will be taken, recorded and signed by the Junior Engineer and these will be 100% checked and signed by the Engineer-in-Charge.

- (a) (i) 25% test check will be carried out by OC Contract on each day of measurement by the Engineer-in-Charge.
- (ii) 5% test check will be carried out by the Cdr Task Force before making payment to the contractor.
- (b) As soon as supplies or part of supplies are completed, the contractor shall inform the Junior Engineer /Engineer-in-Charge, who shall fix a date and time for the measurement as soon as possible. The contractor must make himself or his accredited representatives available at the appointed date and time for jointly taking and recording the measurement. The contractor shall provide necessary 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 measurement at the appointed date and time, as intimated by the Engineer-in-Charge in writing, the measurement shall be taken by the Engineer-in-Charge without the presence of contractor or his accredited representative and measurements thus taken shall be final and binding on both parties.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- (c) Unless otherwise directed, measurements shall not be taken until sufficient quantity of material supplied and stacked. Immediately after the measurement, the stacks shall be marked by white wash by the contractor or any other means, as directed by the Junior Engineer/Engineer-in-Charge.
- (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.

18. **ROYALTIES**

18.1 Contractor shall be responsible for payment of all Govt Royalties, permits and clearances etc, from concerned Govt department. The certificate in the prescribed format shall be submitted by the contractor.

18.2. For any discrepancy in this regard, the contractor shall be solely responsible.

19. **PAYMENT OF WORK**

19.1 The payment shall be released through E-Payment mode, for which the contractor is required to submit the NEFT/RTGS Mandate Form duly filled in specified details. Otherwise, it shall be released through A/c Payee Cheque.

19.2 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. No payment shall be made for any rejected material.
- (b) All the Taxes (GST on works contracts 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.
- (c) All payments will be made by e-payment/account payee cheque.

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

20. **CONCILIATION:-** Applicable for Contracts of Value Less than Rs 10 Crore.

20.1 Conciliation shall be conducted as laid down u/s 61 to 81 of Arbitration and Conciliation Act 1996 (Part III) unless specified otherwise here-in-after.

20.1.1 The scope of conciliation shall be restricted to the following types of disputes with financial limits as indicated therein:-

- (a) Disputes relating to levy of compensation for delay in completion, actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- (d) Disputes relating to non-return of Schedule 'B' stores over-issued to contractor.
- (e) Disputes relating to assessment of loss/damages occurred in executed work only (and not for contractors material & V/E/P) due to natural calamities.
- (f) Any other disputes having fair chances of being resolved by conciliation and considered fit to be conciliation by the parties.

20.2 **COMMENCEMENT OF CONCILIATION PROCEEDINGS:**

20.2.1 The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute.

20.2.2 Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

20.3 **Number of Conciliators**

20.3.1 There shall be a sole conciliator.

20.4 **APPOINTMENT OF CONCILIATOR**

20.4.1 All disputes brought out in Para 1.1.1 (a) to (f) above shall be referred to the Sole Conciliator viz Serving Officer not below the rank of Superintending Engineer having degree in Engineering or equivalent to be appointed by the concerned ADGBR or in his absence the Officer Officiating as ADGBR specifically delegated by the ADGBR in writing.

20.5 **STATUS OF EFFECT OF SETTLEMENT AGREEMENT**

The settlement agreement signed by the parties as a result of conciliation proceedings shall have the same status and effect as it is an arbitral award on agreed terms.

20.6 **ARBITRATION (REFER CLASUE 37 OF CONDITION OF CONTRACT OF IAFW-1815(Z)**

20.6.1 All disputes or difference 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 condition of contract IAFW-1815(Z) after written notice by either party of the contract to the other of them, in accordance with the rules specified here under:-

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 final and binding.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- (b) The venue of arbitration be such a place or places as may be fixed by the Arbitrator at his sole discretion.
- (c) The arbitration proceedings shall be governed by the Arbitration and Reconciliation Act, 1996 as amended from time to time.
- (d) The Arbitrator 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 at Tinsukia / Dibrugarh 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.

21. MINIMUM FAIR WAGES PAYABLE TO LABOUR

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

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

21.3 Labour Regulation and Abolition Act 1970, Workmen 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 bidder shall be deemed to have taken into account the cost, etc required to comply with the provisions contend in said Acts and rules framed under said Acts.

21.4 In case local labours are not available, the contractor may have to obtain written permit from appropriate authority of State Govt to import labours from outside the State/Country.

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

21.6 The contractor shall maintain muster roll of labours engaged in the work along with wages being paid to labours (trade wise). The muster roll shall be available at site for inspection by Engineer-In-Charge or any authorised Govt officials.

22. TESTING OF MATERIALS AND PRODUCTION OF TEST CERTIFICATES

22.1. Testing of material shall be carried out by the contractor at his expenses from recognized laboratory located in the vicinity of area as decided by Engineer-in-Charge. The random samples shall be collected by Engineer- In-Charge in presence of contractor or his accredited representative, properly packed, sealed and forwarded to laboratory for carrying out necessary test. The test certificate shall be produced before the payment of RARs/final bill. All charges on account of tests carried out shall be borne by the contractor. If tests are done in GREF labs then deduction shall be made at prescribed rates of BRO.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

23. **ACCEPTANCE OF SUPPLIES**

23.1. The Accepting Officer shall have the overriding powers in all the decisions of officers detailed in this contract for various purpose from time to time and his decision shall be final and binding under this contract.

24. **DEDUCTION OF TAXES AT SOURCE**

24.1. **Income Tax** at source at the rate notified by the Government of India from time to time along with surcharge as applicable shall be deducted from the gross amount of payment of RAR(s)/Final Bill. Similarly, GST at source, if applicable at the rate notified by the Government from time to time 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).

25. **The contractor shall have registration with EPFO and ESIC. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Commander Contract to the contractor on actual basis.**

26. **ATTENDANCE OF DEPARTMENTAL WORKMEN AND OTHER AGENCIES**

26.1 The contractor shall permit free access and generally afford all facilities and usual conveniences to other agencies and / or departmental workmen to carry out works, if any, under separate arrangements. The contractor shall not be allowed any extra payment on this account.

27. **RATES QUOTED**

27.1 Quoted rates shall be deemed to include the provisions of all materials, processes, operations and requirements detailed in the particular specifications, irrespective of whether those appear as specific items, or are mentioned in the description of Schedule "A" items or not and the contractor shall not be paid extra for the same. It is an express condition of this contract that the rates quoted by the contractor in the tender for various items of works shall be deemed to include all taxes **GST, royalties**, at prescribed rate as applicable etc and for entire completion of the work in accordance with the provisions given elsewhere in the contract.

27.2 The rates quoted in Schedule "A" shall be deemed to be inclusive of all such arrangements as may be involved in satisfactory delivery of supplies under this contract.

27.3 The labour cess in respect of contract for supply of construction material will not be deducted from contractor's bill. Labour cess on work execution contract shall be deducted from the bills of contractor at notified rate from Gol/State authorities.

28. **DISCREPANCIES /DOUBTS**

28.1 In case of any disputes or discrepancies or any doubt or obscurity as to the interpretation of any of 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.

29. **ROAD ENTRY PERMIT**

29.1 The Government Departments are exempted from the levies of local bodies viz octroi, municipal tax, etc. A road permit to this effect will be issued by the OC, Contract to facilitate transportation of stores.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

30. IMPLEMENTATION OF SECTION 113 OF MOTOR VEHICLE ACT 1988

30.1 Hon'ble Apex Court verdict on the WP (C) No. 136 of 2003 in the matter of Paramjit Bhasin and Ors Vs Union of India and Ors regarding implementation of Section 113 of MV Act 1988 shall be strictly adhered to during execution of this contract. No overloading of the vehicles beyond permissible limit shall be carried out by the contractor during transportation.

31. ISSUE OF COMPLETION CERTIFICATE :-

30.1 Within 24 hours of completion of work, the contractor shall report this fact to the OC Contract. Soon after completion of work to the satisfaction of OC Contract but in no case later than 7 days a completion certificate shall be issued by OC Contract to the contractor. Copies of this certificate shall be send to the Accepting Authority.

32. PAYMENT OF FINAL BILL:-

32.1. The contractor should submit the final bill to the office of OC Contract within 15 days after completion of work. In case contractor fails to submit final bill for any reason whatsoever, delay in payment will be entirely his responsibility. Accordingly, after submission of final bill, the OC Contract shall process the final bill within 15 days to the appropriate authority for payment.

32.2. Every endeavor should be made to complete the final bill within one month of completion of work and as a rule all checks by the Engineering authority and audit authority should be completed as early as possible but not later than 60 days from the date of submission of final bill by the contractor.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

PARTICULAR SPECIFICATIONS

Name of work : **“SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE”**

1. GENERAL

1.1 The materials to be supplied under this contract shall be in accordance with schedule “A” and the Particular Specifications referred to herein and Ministry of Road Transport & Highways Specifications for Road and Bridge works (Fifth Revision).

2. SPECIFICATIONS

2.1 The contractor shall ensure that, the material supplied are as per the stipulations given at Schedule ‘A’ and meets the specifications listed hereunder.

3. DELIVERY SCHEDULE

3.1 All the material as listed in Schedule ‘A’ shall be delivered at specified locations within the period as specified therein.

3.2 The responsibility for any loss/damage during transit, loading and unloading of material shall rest with the contractor.

4. CRUSHED STONE AGGREGATE STONE CHIPS NOMINAL SIZE 40 mm AND 20 mm GRADATION FOR CONCRETE WORKS

4.1 GENERAL SPECIFICATION :-

4.1.1 Coarse aggregate shall consist of clean, hard, strong, dense, non-porous, and durable pieces of crushed stone, crushed gravel. It shall not consist pieces of disintegrated stones, soft, flaky, elongated particles, salt, alkali, vegetable matter or other deleterious material in such quantities as to reduce the strength and durability of the concrete, or to attack the steel reinforcement. Coarse aggregate shall not have positive alkali silica reaction.

4.2 Physical requirements

Property	Test	Specification s	Frequency of tests
Particle shape	Flakiness and Elongation Index (Combined) ¹	Max 35%	One test per 50 cum of aggregate
Strength	Los Angles Abrasion Value ²	Max 35%	-do-
Grading of aggregates	IS sieve method		-do-

1 IS: 2386 Part 1

2. IS: 2386 Part 4

(the elongation test to be done only on non-flaky aggregates in the sample)

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

4.3 GRADING REQUIREMENT OF AGGREGATES FOR CONCRETE

4.3.1 The grading of the aggregates shall be as per below :-

Table 1000-1: Course aggregate

<u>Size of the Stone Aggregate</u>	<u>IS Sieve designation</u>	<u>Percentage by weight passing</u>
(a) Stone Aggregate of size 12.50 mm graded downward	20 mm	100
	12.50mm	90-100
	10.00 mm	40-85
	4.75 mm	0-10
(b) Stone Aggregate of size 20.00 mm graded downward	40.00 mm	100
	20.00 mm	95-100
	10.0 mm	25-55
	4.75 mm	0-10

5. PERIODICITY OF TESTS

5.1 The test shall be carried out as per the frequency mentioned against each. However Engineer-in-Charge/OC Contract reserve the right to carry out more tests at any intervals at their sole discretion. The contractor shall not have any claim on account of additional tests, if any ordered by Engineer-in-Charge/OC Contract

5.2 The material not conforming to the above specifications shall be rejected by the Engineer-in-Charge. Such rejected materials shall be removed from the site by the contractor at his own expenditure failing which the Engineer-in-Charge shall do the same at the risk and cost of the contractor.

5.3 The cost of all tests stated above shall be borne by the contractor and his rates quoted in the Schedule 'A' shall be deemed to include these testing charges and nothing extra shall be admissible on this account. Testing shall be done from the Government laboratories or from the laboratory approved by the OC, Contract.

6. COURSE SAND

6.1 GENERAL SPECIFICATIONS

5.1.1 Fine aggregate shall consist of clean, hard, strong and durable pieces of crushed stone, crushed gravel, or a suitable combination of natural sand, crushed stone gravel. It shall not contain dust, lumps, soft or flaky, material, mica or other deleterious material in such quantities as to reduce the strength and durability of the concrete, or to attack the embedded steel. Fine aggregate shall not have positive alkali-silika reaction. The fineness modulus of fine aggregate shall neither be less than 2.0 nor greater than 3.5. The grading shall be checked at the frequency of 1 test for every 50 cum or part thereof.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

6.2 GRADING REQUIREMENT

Sand/Fine aggregate for structural concrete shall confirm to the following grading requirement :-

Table 1000-2: Fine Aggregates

<u>IS Sieve designation</u>	<u>Percentage by weight passing (Zone I)</u>
10.0 mm	100
4.75 mm	90-100
2.36 mm	60-95
1.18mm	30-70
600 micron	15-34
300 micron	5-20
150 micron	0-10

6.3 PHYSICAL REQUIREMENTS

6.3.1 The bulk density of sand shall conform to minimum 1120 kg per cum in accordance with IRC: 14-1977.

PERIODICITY OF TESTS

7.1 The test shall be carried out as per the frequency mentioned against each. However Engineer-in-Charge/OC Contract reserve the right to carry out more test at any intervals at their sole discretion. The contractor shall not have any claim on account of additional tests, if any ordered by Engineer-in-Charge/OC Contract

7.2 The stone crushed chips and sand not conforming to the above specifications shall be rejected by the Engineer-in-Charge. Such rejected materials shall be removed from the site by the contractor at his own expenditure failing which the Engineer-in-Charge shall do the same at the risk and cost of the contractor.

7.3 The cost of all tests stated above shall be borne by the contractor and his rates quoted in the Schedule 'A' shall be deemed to include these testing charges and nothing extra shall be admissible on this account. Testing shall be done from the Government laboratories or from the laboratory approved by the OC, Contract.

8. MEASUREMENTS

8.1 All measurements shall be done at work site where materials have been ordered to be delivered by the Engineer-in-Charge. The measurement shall be taken jointly by the Engineer-in-Charge and the contractor or any person authorized by the contractor. All measurements shall be properly recorded in the measurement book IAFW-2261 in term of accounting unit specified at Sch 'A', as per IS-1200 (Part-VII) of 1972, and signed by both the parties immediately after completion of each set of measurement. The Contractor's signature in the measurement book shall be taken as a token of his acceptance of the measurements. If the contractor or his representative fails to attend at the appointed time of recording measurement, then, the Engineer-in-Charge shall have the power to proceed himself to take measurement ex-parte and in that case measurements shall have to be accepted by the contractor and no dispute/claims on this account shall be admissible.

(Signature of the Contractor with seal)

for Accepting Officer

8.2 All the materials shall be procured from approved sources and shall conform to the physical requirements, specified in the respective Specifications Clause for the individual items given elsewhere in this Specification.

8.3 Only the aggregate satisfying the specification requirement 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.

8.4 The aggregates shall be stacked entirely clear of the roadway on even clear hard ground, or on a platform prepared in advance for the purpose by the Contractor at his own cost and in a manner that allows correct and ready measurement. If the stockpile is placed on ground where the scraping action of the loader can contaminate the materials with underlying soil, then the stockpile shall be rejected by the Engineer-in-Charge. Materials shall not be stacked in locations liable to inundation or flooding.

8.5 The dimensions of the stockpiles and their location shall be approved by the Engineer-in-Charge. Where the material is improperly stacked, the Engineer-in-Charge shall direct complete re-stacking of the materials in an approved manner at the Contractor's cost.

9. PERCENTAGE REDUCTION IN VOLUME TO ALLOW FOR VOID AND SAND BULKING
:-

9.1 The actual volume of aggregate/materials to be paid for to the contractor under this contract shall be computed after deducting the specified percentages as listed hereunder from the volumes computed by stack measurements to allow for voids and bulking.

S/No	Nominal size of Aggregates	Percentage reduction in volume computed by stack measurement to arrive at the volume to be paid for
1	12.5 mm	5.00
2	20 mm	5.00
3	Sand	5.00

10. MEASUREMENT FOR PAYMENT

10.1 Coarse and fine aggregate supplied to the site shall be paid for in cubic meter. The actual volume of the aggregates to be paid for shall be computed after deducting the specified percentages as per the clause 10 above of particular specification of the contract from the volume computed by stack measurements, to allow for voids and bulking.

10.2 Unless otherwise directed by the Engineer-In-Charge, measurement 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 – In - Charge.

11. RATES

11.1 The contract unit rates for different sizes of coarse aggregate, fine aggregate and other materials shall be payment in full for collecting, conveying and stacking or storing at the site including full compensation for :

- i) All royalties, fees, rents where necessary;
- ii) All leads and lifts; and
- iii) All labour, tools equipment and incidentals to complete the work to the Specifications.
- vi) All necessary testing of material, both initial, to approve and source, and regular control testing thereafter.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

Appendix 'B'

(Ref para-19 of Special Condition of tender)

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)

CERTIFICATE BY BANK

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

Seal of Bank
Dated :

Signature of the branch manager
of the Bank

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

CERTIFICATE FOR ROYALTY FROM PRIMARY LICENSE HOLDER

It is certified that I/We, M/s _____ (Name of Primary License Holder) having a license No ____ issued by the Forest/Mining Department of Government of Arunachal Pradesh have supplied the following materials to M/s _____(Name & address of the contractor) against CA NO CE (P) Udayak/ /2022-23 during the period from _____ to _____.

<u>S/No</u>	<u>Materials</u>	<u>Quantity supplies</u>
(a)		
(b)		
(c)		

It is further certified that the royalty, etc for the above quantity of materials at the applicable rates have been paid by us to the concern Department of the Government of Arunachal Pradesh. A copy of the No Demand Certificate/Challan/Permit/Affidavit duly verified by the concern Department etc is attached herewith.

(M/s _____)
(Primary License Holder)

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

UNDERTAKING BY AUTHORISED SIGNATORY

I, the undersigned do hereby under take that our firm M/s
agree to abide by Terms and conditions of TENDER No: CE (P) UDAYAK-05 of 2022-23
**'SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND
FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND
ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD
AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING
PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446
BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE** from pageNo.01-95 to as
advertised in the DePP site

<https://defproc.gov.in>. and it shall be binding on us and may accepted at any time before the
expiration of that tender conditions.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

**Instructions to Bidders to submit the bid online through the Central
Public Procurement Portal for e-Procurement at
<https://defproc.gov.in>**

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder shall do the enrollment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidder shall provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site through their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/NCode/eMundra or any certifying Authority recognized by CCA India on eToken/SmartCard, shall be registered.
- 5) The DSC that is registered only shall be used by the bidder and shall ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the interested tenders.
- 7) After downloading/getting the tender document/schedules, the Bidder shall go through these documents carefully and then submit the documents as asked, otherwise bid shall be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contract details. Bidder shall take into account the corrigendum published before submitting the bid online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password or the eToken/Smart Card to access DSC.
- 10) Bidder selects the desired tender in by using the search option and then moves it to the 'my tender' folder.
- 11) From my tender folder, bidder selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all terms and conditions before submitting their offer. Bidder shall go through the tender schedule carefully and upload the documents as asked: otherwise, the bid will be rejected.
- 13) Bidder, in advance, shall keep ready the bid documents to be submitted as indicated in the tender document/schedule and generally, these documents can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, it can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders shall be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder shall take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details, etc under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This shall facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder shall submit the Tender Fee/EMD as specified in the tender. The original shall be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date and time for the tender. Scanned copy of the instrument shall be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, shall tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid shall not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid shall be rejected.
- 22) If the prices bid format is provided in a spread sheet file like BoQ-XXXX.xls, the rates offered shall be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BoQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are requested to submit the bid through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock). The TIA shall not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system shall be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and shall also act as an entry pass to participate in the bid opening date.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact through the modes given below:

e-mail: bro-udk.nic.in

Contact Telephone **Phone No. 03759240607**, Fax No. **03759249613**

In person: **Dir (Contracts)/SW.**

(Signature of the Contractor with seal)

Dated : _____

for Accepting Officer

BORDER ROADS ORGANISATION
Ministry of Defence, Govt of India
HEADQUARTERS CHIEF ENGINEER PROJECT UDAYAK

NAME OF WORK: SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE

Part - II (PRICE BID)

The following shall form part of this contract agreement: -

Document annexed hereto

S/No	Particulars	Page No
1	Contents	84
2.	Schedule "A" (Notes)	85 to 87
3.	Schedule "A"	88 & 89
4.	Schedule "B, C & D".	90 & 91
5.	Acceptance	92
6.	Tender	93 & 95
28.	Letter to be used in conjunction with attached DGBR General Conditions of contracts based on IAFW-1815 Z	95
	Total	95 Nos Pages

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

SCHEDULE "A" NOTES
(Schedule of requirement)

<u>Name of work :</u>	<u>SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE</u>
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1. Quantity shown in Schedule A is approximate and is inserted as guide only. These shall, however not be varied beyond the limits laid down in conditions 05 of IAFW 1518(Z) General conditions of contract and special conditions of the contract.
2. The rates and amount in schedule 'A' are to be filled in by the tenderer. Tenderers **are requested to quote rates** in provided column in BOQ) schedule A given in Excel sheet. (at **page No 89-90**)
3. **Period of completion:-** The entire works of Schedule "A" under this contract shall be completed within **180 days** from the date of commencement of work as per work order No.1 which will be generally within 30 days of the date of issue of acceptance letter.
4. 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 claim on account of any such variation.
5. The rates to be quoted by the tender in this schedule "A" shall be deemed to include for the provision of all labour and materials, loading and unloading of materials and transportation if required, tools, plant, equipment and tackle, process operations and specific requirements details in this schedule in the particular specification 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.
6. The rates quoted by the contractor shall be deemed to be inclusive of all taxes including Sales Tax/VAT on materials, Sale Tax/VAT on Works Contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax, **GST, etc, as per the existing order of the Govt**), duties, Royalties, Octroi, State Entry Tax & other levies payable under the respective statutes. No re-imbursement/refund for variation in rates of taxes, duties, royalties, Octroi, State Entry & 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 with seal)
Dated : _____

for Accepting Officer

7. The rates to be quoted by the tenderer in respect of this work 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 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.
8. Rates to be quoted by the contractors shall be deemed to include to all items of work as described, specified in particular specification and on drawing.
9. 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.
10. The amount of contract is not firm but shall be treated as the contract sum as referred to in condition 1 (n) of IAFW—1815 Z.
11. Work shall be executed on locations as shown in site plan or as directed by the OC Contract/Engineer-in-Charge.
12. Measurements of works 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 Specification for road & bridge 5th revision). The rate be quoted considering Clause 113 of MORT&H specification (5th revision).
13. Unit RM, mm cum, Sqm, Kg and Quintal or Qtl, wherever, mentioned in the tender documents denotes the unit, Running Meter, Millimeter, Cubic Meter, Square Meter, Kilogram, and Quintal respectively.
14. 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.
15. 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 or on any account.
16. 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 this account shall be entertained.
17. The tender will be accepted as a whole and not item wise.
18. No provision would be provided in the Schedule-A as given in Excel sheet for rebate and addition. If tenderer wishes to revise his quoted rates/offer after bid submitted, he may resubmit the bids as per tender critical date sheet.

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

19. The works at **"SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE"**

20. The Work Order shall be placed within 30 days from the date of acceptance of tender.

21. No item of stores shall be issued by the department. The contractor has to make his own arrangements for procurement of all items which are required to be incorporated in the supply and stacking of item/material as per schedule 'A'.

22. Contractor shall submit time and progress chart to OC contract on acceptance of tender. Time and progress chart shall be prepared in consultation with OC Contract to ensure smooth supply of materials at uniform rate.

23. The contractor shall quote his rates for all items in column No 5 respectively in Schedule-'A' at Page No **89-90**.

24. Tendered rates shall be deemed to include the provisions of all materials, processes, operations and requirements detailed in the particular specifications, irrespective of whether those appear as specific items, or are mentioned in the description of Schedule "A" items or not and the contractor shall not be paid extra for the same. It is an express condition of this contract that, the rates quoted by the bidder in the tender for various items of works shall be deemed to include all taxes, viz. Goods tax on minor mineral, excise, sales tax, royalties, entry tax, **GST, royalties at prescribed rate as per the existing order of the Govt** and for entire completion of the work in accordance with the provisions given elsewhere in the contract.

25. Income Tax at source at the rate notified by the Government of India from time to time along with surcharge as applicable shall be deducted from the gross amount of payment of RAR(s)/Final Bill.

26. The tender shall remain valid for a period of **120 (One Hundred Twenty)** days from the date of opening of 'Q' bid (excluding the date of opening of 'Q' bid)

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

ITEM RATE BOQ						
SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE						
Contract No: CE (P) UDAYAK/ /2022-23 TENDER No: CE (P) UDAYAK-05 of 2022-23						
Name of the Bidder/ Bidding Firm / Company						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUM BER	TEXT	NUMBE R	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder(Rs)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
	<u>SUPPLY AND STACKING OF CRUSHED STONE AGGREGATE</u>			RATES TO BE QUOTED BY THE TENDERER IN BOQ <i>EXCEL</i> SHEET ONLY		
1.01	Supply and Stacking of Stone Chips 20 mm for construction of sub structure of various bridges of Anini-Mipi and Anini-Dembuen road as per MoRT&H specifications (Fifth revision) of road & Bridge and to be supplied at Km 228.500 on Roing-Hunli Road of 1446 BCC/752 BRTF/(P) Udayak in Arunachal Pradesh State as per particular specifications & Special conditions	3465.00	cum			
1.02	Supply and Stacking of Stone Chips 12.50 mm for construction of sub structure of various bridges of Anini-Mipi and Anini-Dembuen road as per MoRT&H specifications (Fifth revision) of road & Bridge and to be supplied at Km 228.500 on Roing-Hunli Road of 1446 BCC/752 BRTF/(P) Udayak in Arunachal Pradesh Stateas per particular specifications & Special conditions	1733.00	cum			

(Signature of the contractor with seal)
Dated : _____2022

Accepting Officer
Chief Engineer

ITEM RATE BoQ.....

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder(Rs)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.03	Supply and Stacking of sand (fine aggregate) as per MORT&H specification FOR ROAD & BRIDGE WORKS (5 TH Revision) for construction of Sub structure of various bridges of Anini-Mipi and Anini-Dembuen road as per MoRT&H specifications (Fifth Revision) of road and to be supplied at Km 228.500 on Roing-Hunli road of 1446 BCC/752 BRTF/(P) Udayak in Arunachal Pradesh State as per particular specifications & Special conditions..	2598.00	cum			
Total in Figures						
Quoted Rate in Words		INR Zero Only				

(Signature of the contractor with seal)
Dated : _____2022

Accepting Officer
Chief Engineer

SCHEDULE- "B"

ISSUE STORES TO THE CONTRACTOR

SEE CONDITIONS 10 OF General Condition of Contract

Name of work **SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE**

S No.	Particulars	Rate at which stores will be issued to the contractor		Place of issue by name	Remarks
		Unit	Rate		
1	2	3	4	5	6
NIL					

SCHEDULE- "C"

LIST OF TOOLS AND PLANT (OTHER THAN TRANSPORT)

WHICH WILL BE HIRED TO THE CONTRACTOR

(See Condition of 15, 34 & 35 of General Conditions of Contracts IAFW-1815Z)

Name of work **"SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE**
"
-

S No.	Quantity/ Particulars	Details of crew supplied	Hired charges per unit per working day	Stand by charges per unit per day	Place of issue by name	Remarks
1	2	3	4	5	6	7
NIL						

(Signature of the Contractor with seal)
Dated: _____

for Accepting Officer

SCHEDULE- "D"

TRANSPORT TO BE HIRED BY THE CONTRACTOR

(See Condition of 16 & 35 of General Conditions of Contracts IAFW-1815Z)

Name of work

SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE

S No.	Quantity/Particulars	Rate per unit per working day	Place of issue by name	Remarks
1	2	3	4	5
NIL				

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

ACCEPTANCE

..... alterations have been made in these documents and as evidence that these alternations were made before the execution of the Contract Agreement, they have been initialed by the contractor and Shri..... The said Officer(s) is/are hereby authorized to sign and initial on my behalf the documents, forming part of the contract, on my behalf.

The above tender was accepted by me on day of2022, on behalf of the President of India for the contract sum of Rs..... (Rupees.....

.....only) at the item rates quoted in Schedule 'A'

Signature day of 2022

Chief Engineer
Project Udayak
Accepting Officer
for and on behalf of
The President of India

(Signature of Contractor with seal)

Dated:_____

TENDER

To,

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 for **SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE**

As specified in schedule 'A' notes at serial page No. **86** rates quoted on serial page No. **89-90** of schedule 'A' thereto within the area as specified in Tender Document.

The rates entered in the said Schedule as may be required and demanded by the Officer commanding or Engineer-in-Charge appointed by him during the period of **180 days** commencing from the date of acceptance of the tender. (whose requirements as estimated will amount to **Rs. 141.89 Lakh (Rupees one crore forty one lakh eighty nine thousand only)**, but this cost is a rough guide only and will not be binding if the actual requirements are less or more) and further to execute by piece work (upon the same terms and conditions) all or any additional work in connection with the subject work as may be required from time to time during the period of this contract at such rate or rates as shall be determined in accordance with the 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 this contract and it is in force no one but the contractor shall be employed to do the said work 'EXCEPT AS PROVIDED' in condition 05 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 sum of money mentioned in said Conditions of contract without prejudice to the Government's right to claim damages for breach of contract.

NOTE: - In the event of a discrepancy between description in words and figures in the percentage quoted by the contractor the description in words shall prevail.

Performance Security be furnished by the contractor within the time specified in clause 12 of the Conditions of contract of IAFW-**1815Z** including amendments and errata up to date

Signature of the Witness

Address:

Day of _____ 2022
Signature of the Contractor in the capacity
of _____ authorized to sign the
Tender Documents for and on behalf of
(In block capital letters)

Postal address

NOTE: In the event of the tender being submitted by a partnership firm, it must be signed separately by each partner hereof or on behalf of all the partners of the firm by a person holding a power of attorney authorizing him to do so. In the absence of any partner, it must be signed on his behalf by a person holding his power of attorney. (Such power of attorney shall specifically authorize the signatory to the documents, to bind all the partners or the firm as the case may be in all matters pertaining to the contract including the Arbitration Clause). In the case of a Limited Company registered under the companies Act, the tender shall be signed in accordance with the provisions contained in this behalf, in the articles of association of the company or by a person having express authority to bind the company

(Signature of the Contractor with seal)
Dated : _____

for Accepting Officer

[LETTER TO BE USED IN CONJUNCTION WITH ATTACHED DGBR GENERAL CONDITIONS OF CONTRACTS BASED ON IAFW-1815 (Z)]

DIRECTORATE GENERAL BORDER ROADS

Registered/AD

Headquarters

Chief Engineer

Project Udayak

C/o 99 APO

80101/13 /E8

Sep 2022

Name of works :- "SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE"

1. Shri/M/s _____ is/are hereby authorized to tender for the above work. The tender is to be received through on line by the office of Chief Engineer (P) Udayak , C/O 56 APO, upto 1100 Hrs on 18 Oct 2022 for the work "SUPPLY AND STACKING OF STONE CHIPS 20 MM, STONE CHIPS 12.50 mm AND SAND FOR CONSTRUCTION OF SUB STRUCTURE OF VARIOUS BRIDGES OF ANINI-MIPI AND ANINI-DEMBUEN ROAD AS PER MORT&H SPECIFICATIONS (FIFTH REVISION) OF ROAD AND BRIDGE WORKS AND TO BE SUPPLIED AT LOCATION OF CONCRETE BATCH MIXING PLANT (CBMP) LOCATED AT KM 228.500 ON ROING-HUNLI-ANINI ROAD SECTOR OF 1446 BCC/752 BRTF (P) UDAYAK IN ARUNACHAL PRADESH STATE" All documents must be returned whether or not, a tender has been submitted.

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

THE ACCEPTING OFFICER DOES NOT BIND HIMSELF TO ACCEPT THE LOWEST OR ANYTENDER AND RESERVES THE RIGHT TO DO SO WITHOUT ASSIGNING ANY REASON

Signature of Officer Issuing the
tender Documents

(Signature of the Contractor with seal)

Dated : _____

for Accepting Officer