

BORDER ROADS ORGANISATION
GOVT. OF INDIA
MINISTRY OF DEFENCE
CHIEF ENGINEER PROJECT SWASTIK

Name of Work: SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

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(Signature of Contractor)

For Accepting Officer

FAX- **03592-259810**
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Email:bro-swtk@nic. in
<http://www.bro.gov.in>

Registered/AD
Headquarters
Chief Engineer
Project Swastik
PIN-931717
C/O 99 APO

80398/ 03 /E8
M/s _____

26 Aug 2017

PART-I TECHNICAL BID

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

Dear sir (s),

1. A set of tender documents containing T-Bid (Technical bid) and Q-Bid (Financial Bid) for the above work is forwarded herewith. **Please note that tender will be received through online by the Chief Engineer Project Swastik, C/o 99 APO upto 1200 Hrs on 21 Sep 2017.** The '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 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 **Project Swastik** at the above mentioned time. However they can view online tender opening process at their premises.

3. Tender documents may also be downloaded from Central Public Procurement Portal (CPPP) 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 copies of these original instruments like cost of tender document, earnest money, undertaking given at Page No. 51 of tender must be delivered to the Chief Engineer Project Swastik, on or before date / time of Bid submission as mentioned in critical date sheet. Same can be handed over in person to the dispatch section of this HQ. On the top of envelop it should be mentioned that "The envelop shall be opened only by BOO". If cost of tender documents, acceptable Earnest Money and original copy of undertaking of tender conditions are not submitted in the office of Chief Engineer as directed above, tender shall be rejected by the Accepting officer. Scanned and Original copies should be same and no difference is acceptable for evaluation.**

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 ('Financial' bid- 'Q' Bid)

5. Part- I (Technical Bid – 'T' Bid)

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

- (i) Scanned copy of Cost of tender Documents (If applicable).
- (ii) Scanned copy of Earnest Money Deposit by enlisted contractors 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.03 to Page No. 10 of tender documents.
- (iv) Scanned and signed copy of under taking by tenderer given at Serial Page **No. 51** of tender.

(b) Following documents, **which are not to be submitted with the online tender**, will be deemed to be part of the bid during the time of acceptance of contract:-

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

5.2 Technical Evaluation Criteria

5.2.1 Bidder should have submitted cost of tender documents.

5.2.2 If contractor is enlisted with BRO but has not submitted standing security deposit, he should have submitted Earnest money.

5.2.3 All the pages of T-Bid should have been signed by the bidders/authorized rep having valid Power of Attorney

5.2.4. ELIGIBILITY CRITERIA AS PER HQ DGBR LETTER NO: 24228/DGBR/ POLICY/185/E8 DATED 23 DEC 2011

All tenderers enlisted with BRO in **Class "A" is the eligible class / One class below i.e "B" class is also eligible class.**

(A) Tenderers shall meet the following eligibility criteria:-

S/No	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED
A 1	Capacities (This criteria is exempted for tenderers enlisted with BRO in eligible class* & above for work.):-	
	(a) The tenderer shall have working capital and/or credit facilities at least 10% of the estimated cost of work as given in NIT	<p>Working Capital: Copy of latest balance sheet/income tax return for working capital and/or Banker's certificate for credit facilities. If necessary Deptt will make inquiries with the tenderer's Banker. <u>Sample format for certificate of Working Capital / Credit facility is enclosed as srl page No 09.</u></p> <p>Note: Documents exempted for tenderers enlisted with BRO in eligible class* & above</p>
	(b) The tenderer should possess immovable property of residual market value (i.e. free from loan/ mortgage) at least 10% of estimated cost of work given in NIT	<p>Tenderer shall submit affidavit for immovable property incorporating following certificates in affidavit along-with valuation report form Registered (with any Govt body) valuer & registration certificate with any Govt body of reqd valuer:-</p> <p>(a) That the immovable property is free from mortgages, hypothecation or any other dispute and encumbrances and clearly belongs to the contractor</p>

(Signature of Contractor)

For Accepting Officer

S/No	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED
		<p style="text-align: center;">Or</p> <p>That the immovable property is free from any disputes and encumbrances and clearly belongs to the contractor. The immovable property has been mortgaged/hypothecated for Rs Market value of immovable property as per valuation report given by Registered valuer is Rs Therefore residual market value of property i.e. Rs (Market value minus mortgaged value) is free from any mortgage/hypothecation.</p> <p>(b) That the said immovable property has not been shown for seeking enlistment of a sister concern in BRO.</p> <p>(c) That the said immovable property will not be sold, transferred, gifted or otherwise disposed off till satisfactory completion of the work.</p> <p>Note: Documents exempted for tenderers enlisted with BRO in eligible class* & above</p>
	(c) Engineering Establishment: Firm should have employed following Engineers on regular establishment:-	Not applicable to this tender
	<p>Estimated Cost of work</p> <p>Up to Rs 1 Crore</p> <p>Between Rs 1 Crores to Rs 3 Crores</p> <p>Between Rs 3 Crores to Rs 6 Crores</p> <p>Between Rs 6 Crores to Rs 12 Crores</p> <p>Between Rs 12 Crores to Rs 18 Crores</p> <p>Between Rs 18 Crores to Rs 25 Crores</p> <p>Between Rs 25 Crores to Rs 50 Crores</p> <p>Between Rs 50 Crores to Rs 100 Crores</p>	<p>Nos of Engineers</p> <p>One Engineer (Graduate or Diploma)</p> <p>Two Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Three Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Four Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Five Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Six Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Seven Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Eight Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p>
A.2	Experience:-	
	<p>Tenderer should have successfully completed or substantially completed Three similar works costing not less than 40% of estimated cost of work i.e. Rs 144.00 lac.</p> <p style="text-align: center;">Or</p> <p>Two similar works costing not less than 50% of estimated cost of work ie Rs 180.00 lac.</p> <p style="text-align: center;">Or</p>	<p>(i) List of work completed/substantially completed in last seven and current financial years and ongoing works in following format:-</p> <p>(a) Name of work & CA No.</p> <p>(b) Brief scope of work</p> <p>(c) Name & address of employer/client</p> <p>(d) Accepted contract amount</p> <p>(e) Date of commencement of work</p> <p>(f) Original date of completion</p> <p>(g) Extended date of completion</p> <p>(h) Actual date of completion/present progress</p> <p>(j) Cost of completed work</p>

(Signature of Contractor)

For Accepting Officer

S/No	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED												
	<p>One similar work costing not less than 80% of estimated cost of work i.e. Rs 288.00 lac in "last seven & current" financial years.</p> <p>These similar works (Supply of stone materials) should have successfully completed or substantially completed** at altitude 1000 m & above, if work is required to be executed at altitude 2100 m & above.</p>	<p>(k) Remarks explaining reasons of delay if any.</p> <p>Note: Works proving eligibility criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.</p>												
A.3	<p>Available Bid Capacity (ABC) as per formula given below should be more than estimated cost of work given in NIT. Available Bid Capacity = 2.5 X A X N – B A. - Maximum value of all civil engineering works in any one year during the last 5 financial years (Updated at current price level with enhancement factors as given below):-</p> <table border="1" data-bbox="295 792 932 999"> <thead> <tr> <th>Year</th> <th>Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td>Last Ist year</td> <td>1.10</td> </tr> <tr> <td>Last IInd year</td> <td>1.20</td> </tr> <tr> <td>Last IIIrd year</td> <td>1.30</td> </tr> <tr> <td>Last IVth year</td> <td>1.40</td> </tr> <tr> <td>Last Vth year</td> <td>1.50</td> </tr> </tbody> </table> <p>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</p>	Year	Multiplying Factor	Last Ist year	1.10	Last IInd year	1.20	Last IIIrd year	1.30	Last IVth year	1.40	Last Vth year	1.50	<p>For-A: - Balance sheets/Certificates from chartered Accountant indicating annual turnover of civil engineering work constructed in last 5 years.</p> <p>For-B:- Contractors shall submit details of ongoing works as per format stated here-in-before. Tenderers shall calculate ABC and submit details duly signed.</p>
Year	Multiplying Factor													
Last Ist year	1.10													
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A.4	<p>Vehicles, Equipments and Plants (VEP) Tenderer should own or have assured access (through hire/lease/purchase agreement/other commercial means) to the requisite Equipments, Plants and Vehicles in good working condition</p> <p>(a) Dumper / Load Carrier - 16</p>													
A.5	<p>Performance and other requirements: (a) There should not be poor/slow progress in running works due to defaults of the tenderer.</p> <p>(b) There should not be serious defects observed in works which stand un-rectified by the tenderer.</p>	<p>Tenderer shall submit the under taking 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)</p>												

(Signature of Contractor)

For Accepting Officer

S/N o	ELIGIBILTY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED
	<p>(c) There should not be any cancelled/abandoned contracts in which Govt unrealized recoveries exist.</p> <p>(d) Tenderer should have not been blacklisted by any Govt Deptt.</p> <p>(e) There should not be any Govt dues outstanding against the tenderer.</p> <p>(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.</p> <p>(g) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).</p> <p>(h) Tenderer shall submit information of all arbitration/court cases decided during last five & current financial years and also presently in progress as per following format:-</p> <p>a) Name & address of employer</p> <p>b) Cause of dispute</p> <p>c) Amount involved</p> <p>d) Brief of court judgment/ arbitration award (if published) otherwise present progress</p>	<p>(c) There are no cancelled/abandoned contracts in which Govt unrealized recoveries exist (If yes he will submit details and reasons)</p> <p>(d) He/They have not been blacklisted by any Govt Deptt (If yes he will submit details and reasons)</p> <p>(e) There are no any Govt dues outstanding against the firm (If yes he will submit details and reasons)</p> <p>(f) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor proceedings are pending in court for such activities (If yes he will submit details).</p> <p>(g) Bidder should not involved in execution of any other supply works or constructional works in any departments of all over India other than the list of works mentioned as per format given in para 5.2.5 tender serial page No. 08</p>
B	<p>Note for (A):-</p> <p>(i) *Eligible class shall be:- class E for works with estimated cost up to Rs 0.25 crore (as per NIT), class D for works with estimated cost between Rs 0.25 crore to Rs 0.50 crore (as per NIT), class C for works with estimated cost between Rs 0.50 crore to Rs 1.00 crore (as per NIT), class B for works with estimated cost between Rs 1.00 crore to Rs 3.00 crore (as per NIT), class A for works with estimated cost between Rs 3.00 crore to Rs 7.50 crore (as per NIT), class S for works with estimated cost between Rs 7.50 crore to Rs 15 crore (as per NIT) and class SS for works with estimated cost between Rs 15 crore to No limit (as per NIT). If contract is to be accepted in part, eligible class shall be as per estimated cost of part(s) in which tenderer has participated.</p>	
	<p>(ii) For hiring of vehicle/equipment/plant and supply of materials, execution of main works for which hiring/supply is required, shall also be treated as similar works. If contract is to be accepted in parts, tenderer shall meet the eligibility criteria as per estimated cost of part(s) in which tenderer has participated.</p> <p>(iii)The work may have been executed by the tenderer as prime contractor or as a member of joint venture or sub contractor. In case Project has been executed by a joint venture, weightage towards experience of the project would be given to each member in proportion to their participation in the joint venture.</p> <p>(iv) **Substantially completed works means those works which are 90% completed on the date of submission (ie gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.</p>	
	<p>Note for (A) Contd.....</p> <p>(v) 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)X0.1))</p>	

	<p>(vi) Available Bid Capacity (ABC) will be calculated as under:- Available Bid Capacity = 2.5 X A X N – B A. - Maximum value of all civil engineering works in any one year during the last 5 financial years (Updated at current price level with enhancement factors as given below):-</p> <table border="1" data-bbox="335 257 1149 459"> <thead> <tr> <th>Year</th> <th>Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td>Last Ist year</td> <td>1.10</td> </tr> <tr> <td>Last IInd year</td> <td>1.20</td> </tr> <tr> <td>Last IIIrd year</td> <td>1.30</td> </tr> <tr> <td>Last IVth year</td> <td>1.40</td> </tr> <tr> <td>Last Vth year</td> <td>1.50</td> </tr> </tbody> </table> <p>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</p> <p>(vii) The tenderers shall indicate actual figures of completion cost of work and value of A without any enhancement as stated above. (viii) To determine the altitude of work, average of minimum and maximum altitudes of the work site shall be considered. (ix) No extension of time shall be given on account of delays in arranging/deploying and breakdown of requisite Equipments, Plants and Vehicles and also due to delays in obtaining clearances for installation of crushers, hot mix plant etc if work is awarded to tenderer. (x) Immovable properties shall be exclusively in the name of contractor/Company and not in the name of family members/relatives/Others. In case of Limited Companies, these should also be reflected in Balance Sheet. (x) Relaxation may be given in any one criteria (except in criteria's of Experience and Performance & other requirements) upto 25% extent i.e. ABC may be permitted up to 75% of estimated cost of work/VEP may be permitted upto 75% of total Nos of requisite VEP/Working Capital may be permitted upto 75% of requirement/Immovable property may be permitted up to 75% of requirement/Engineering establishment may be permitted up to 75% of requirement. No relaxation shall be permitted in criterias of experience and performance & other requirements. (xi) The tenderer may be afforded an opportunity to clarify or modify his qualification documents, if necessary, with respect to any rectifiable defects. The tenderer will respond in not more than 15 days of issue of the clarification letter, failing to which his tender is liable to be rejected.</p>	Year	Multiplying Factor	Last Ist year	1.10	Last IInd year	1.20	Last IIIrd year	1.30	Last IVth year	1.40	Last Vth year	1.50
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B	<u>OTHER ELIGIBILITY CRITERIA</u>												
	<p>(i) Copies of passport of proprietor/partner/directors (if available). If not submitted and Accepting Officer has doubt in character and antecedents of proprietor/partner/directors he may get these verified from police authorities. Note: Documents are exempted for tenderers enlisted with BRO in any class.</p>												
	<p>(ii) Copies of PAN card of proprietor/partner/directors. Note: Documents are exempted for tenderers enlisted with BRO in any class. (iii) Lowest bidder (if his offer is decided for acceptance) will be acquired to fill enlistment form for provisional enlistment. Note: Documents are exempted for tenderers enlisted with BRO in any class.</p>												
C	<p>JOINT VENTURE (JV):- Joint ventures are permitted for Bridge works with estimated cost more than Rs 10 crores and for other works with estimated cost more than Rs 25 crores. Number of partners in Joint Ventures shall not be more than three. Evaluation shall be done as under:-</p> <table border="1" data-bbox="231 1736 1540 2094"> <thead> <tr> <th>CRITERIA</th> <th>Method of Evaluation</th> </tr> </thead> <tbody> <tr> <td>Experience</td> <td>All partners of JV must satisfy collectively.</td> </tr> <tr> <td>Available bid capacity Immovable property</td> <td>Each partner of JV should meet the criteria in proportion of shares of partners in JV. For example, if any partner has 40% share in JV, he should have available bid capacity more than 40% of estimated cost of work and minimum immovable property equal to 40% of 10% i.e. 4% of estimated cost of work.</td> </tr> <tr> <td>Vehicles, Equipments and Plants Working Capital, Engineering Establishment for execution contracts</td> <td>All partners of JV must satisfy collectively</td> </tr> <tr> <td>Performance and other requirements</td> <td>All partners of JV must satisfy individually</td> </tr> </tbody> </table>	CRITERIA	Method of Evaluation	Experience	All partners of JV must satisfy collectively.	Available bid capacity Immovable property	Each partner of JV should meet the criteria in proportion of shares of partners in JV. For example, if any partner has 40% share in JV, he should have available bid capacity more than 40% of estimated cost of work and minimum immovable property equal to 40% of 10% i.e. 4% of estimated cost of work.	Vehicles, Equipments and Plants Working Capital, Engineering Establishment for execution contracts	All partners of JV must satisfy collectively	Performance and other requirements	All partners of JV must satisfy individually		
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D	<u>Disqualification</u>
	Even though the tenderers meet the above criteria, they are liable to be disqualified if they have made misleading of false information in bidding documents submitted.

5.2.5 List & format of eligibility documents to be attached along with Part-I of tender documents to prove eligibility:-

- (i) List of works completed/substantially completed in “**Last Seven & current**” financial years and ongoing works and balance 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 & Balance works	Remarks explaining reasons of delay if any
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Note: Works proving eligibility criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.

- (ii) **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 here-in-before.

Tenderers shall calculate ABC and submit details duly signed.

- (iii) **Equipments, Plants and Vehicles.**

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

S/ No.	Item	Year of Manufacture	Source from where to be arranged (Owned / lease etc.)	Location presently deployed	Based on known commitments, whether will be available for use in the proposed contract.
(a)					
(b)					

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

Signature of Contractor

For Accepting Officer

(iv) Performance and other Requirements.

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 anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).
(g)	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.
(h)	The undertaking is to be signed and uploaded by tenderer as per format given at Appx "A" at serial Page No 51

(v) 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:-

Name & Address of employer	Cause of dispute	Amounts involved	Brief of Court Judgment/arbitration award (if published) otherwise present progress
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(vi) **Working Capital:** Copy of latest balance sheet/income tax return for working capital and/or Banker's certificate for credit facilities. If necessary Deptt will make inquiries with the tenderer's banker.

SAMPLE FORMAT OF CERTIFICATE FOR WORKING CAPITAL AND CREDIT FACILITY

"This is certified that M/s /Shri/Smt..... having address..... has/ have been maintaining a saving bank account/current account/fixed deposit account with this branch of bank since.....and the firm is having working capital of approximately Rs..... And or the firm is enjoying overdraft/credit facilities upto limit of Rs..... This certificate is issued without any guarantee or responsibility on the bank or any of the officers".

(vii) **Immovable Property:** Tenderer shall submit Affidavit for immovable property incorporating following certificates in affidavit alongwith valuation report from Registered (with any Govt body) valuer & registration certificate with any Govt body of regd valuar:-

(a) *That the immovable property is free from mortgages, hypothecation or any other disputes and encumbrances and clearly belongs to the contractor.*

(Or)

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

(b) *That the said immovable property has not been shown for seeking enlistment of a sister concern in BRO.*

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

(viii) **Engineering Establishment.** Tenderer shall submit list of Engineers on his permanent establishment with qualification & experience alongwith affidavits from requisite number of Engineers regarding & experience alongwith affidavits from requisite number of Engineers regarding employment with firm and copies of Degree/Diploma Certificates and experience certificate. Signature of Contractor.

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

Signature of Contractor

For Accepting Officer

(x) Copies of Passport of proprietor/partners/directors (if available). If not submitted and Accepting Officer has doubt in character and antecedents of proprietor/partners/directors he may get these verified from police authorities.

(xi) Copies of PAN Card of proprietor/partners/directors.

(xii) Lowest bidder (if his offer is decided for acceptance) will be required to fill enlistment form for provisional enlistment.

Notes:-

(i) Documents as listed at SI (vi) to (viii) above **are exempted for tenderers enlisted with BRO in eligible class mentioned at serial page No 06. & above for works with estimated cost up to Rs 360.00 lac as given in NIT.**

(ii) Documents as listed at SI (ix) to (xii) above are **exempted for tenderers enlisted with BRO in any class.**

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

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

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

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

(a) The rates to be quoted online by the bidder in the BOQ (Schedule 'A').

(b) The Part-II Financial Bid shall comprise of the following which is required to be signed by the bidder during time of acceptance of contract:-

- (i) BOQ (Schedule 'A') Notes
- (ii) BOQ (Schedule 'A')
- (iii) Schedule 'B, C & D.
- (iv) Tender page

6.1 Q-bid evaluation Financial bids will be reviewed to ensure that the figures indicated therein are consistent with the details of the corresponding technical bids. Arithmetical corrections shall be made as per General Condition of Contracts IAFW 2320.

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

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

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

6.3 Conditional bids' shall be treated as being 'Non Responsive'- NO 'Conditional' bids shall be accepted.

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

7. Blank.

8. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. **Manual bids shall not be accepted.** Tenderer are advised to follow the instructions provided in the '**Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**

Signature of Contractor

For Accepting Officer

9. Tender shall be opened as per date/time as mentioned in the tender critical date sheet indicated in Para 1 herein before in the presence of tenderers or their authorized representative whoever wish to be present. Part-I (Technical bid) only shall be opened first on date mentioned in the critical date sheet. Part-II (Financial Bid) shall not be opened. Part I (Technical bid) will be opened and evaluated as per BRO technical evaluation criteria given in the tender documents. Qualified tenderer will accordingly be informed along with date & time of opening of their Financial Bid (however date of opening of Financial bid shall not be earlier than 7 days from date of opening of Part-I) Technical bid. Unqualified tenderer will also be informed through e-mail. Part-II (Financial bid) shall be opened on the appointed date/time in the presence of such tenderer who choose to be present and the amounts quoted by the tenderers shall be read out by the opening officer(s) to the tenderers. However they can view online tender opening process at their premises.

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

11. Tenderers **are requested to quote the rates** in figures only in the provided column in BOQ (schedule A) given in Excel sheet.

12. 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 stated in critical date sheet at serial page No. **16** 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 BRO/CPPP websites. If deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on BRO/CPPP websites and tenderers shall quote strictly complying with the various provisions given in the tender documents. **Any tender who stipulates any alterations to any of the conditions/provisions laid down in tender documents (including corrigendum/amendments) or which proposes any other conditions of any description whatsoever is liable to be rejected.**

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

14. 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 conditions laid down in tender documents.

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

(a) Blank

(b) Blank

(c) Blank

(d) Blank

(e) If a tender is submitted on behalf of a firm, it may be signed either by all partners or a person holding a valid power of attorney from all the partners constituting the firm. The person signing the tender on behalf of another or on behalf of a firm shall attach (Scanned Copy) with tender a proper power of attorney duly executed in his favour by such other person or by all the partners stating specifically that he has authority to bind such other person(s) or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. The power of attorney shall be executed as indicated below:-

(i) In case of proprietorship concern if tender is signed by other than proprietor, person signing tender documents should hold power of attorney from proprietor.

(ii) In case of partnership concern, power of attorney shall be executed by all partners.

(iii) In case of company, power of attorney shall be executed in accordance with the constitution of company.

(f) The under taking is to be signed and attached by tenderer as per format given at Appendix 'A' at **Serial Page No. 51**.

16. Tenderer who has participated in this the tender action shall not temper/modify the tender form in any manner. In case if the same is found to be tempered /modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with BRO.

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

18. **Earnest Money:-**

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

(b) Unenlisted contractors with BRO/Enlisted contractors with BRO, who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting to **Rs 4, 35,000.00 (Rupees Four Lac Thirty Five Thousand only)** in the shape of call Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of **Chief Engineer Project Swastik, C/O 99 APO by nationalized/scheduled Bank. Tender not accompanied with earnest money will not be considered for acceptance.** The amount of this receipt should be basic amount and not their maturity value. Any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender not accompanied with the earnest money in the form as indicated here-in-before or accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafied tender.

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

19. **Security Deposit:-**

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

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

(c) The security deposit amount for this work shall be 25 % more than the amount of earnest money deposit calculated as per scale laid down based on the contract amount. The amount of security deposit shall, however, not exceed Rs 18,75,000/-. The security deposit is required to be lodged in the prescribed form on receipt in writing from Accepting Officer.

(d) The contractor may at his discretion furnish in lieu of Additional Security Deposit or Security Deposit a Bank Guarantee Bond executed by any nationalized/schedule Bank for the said amount. The form of Bank Guarantee Bond may be seen in any office of BRO.

20. 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.

21. Blank.

22. The tender shall remain open for acceptance for a period of **120 days** from the date of opening of price Bid of the tender (excluding the date of opening).

23. Blank

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

25. Revision/Modification of quoted Price:-

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

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

(c) The tenderer shall not be permitted to revise/modify/withdraw **unopened Financial Bid** after closure of the time fixed for receipt of tender.

26. 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 opening of tenders 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.

Signature of Contractor

For Accepting Officer

INSTRUCTIONS TO BIDDERS

27. Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal website for e-Procurement at <https://eprocure.gov.in/eprocure/app>:-

(a) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/etender portal is a prerequisite for e-tendering.

(b) Bidder should 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 bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email ID provided.

(c) Bidder need to login to the site through their user ID/ password chosen during enrollment/ registration.

(d) The Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.

(e) The DSC that is registered only should be used by the bidder and should ensure safety of the same.

(f) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

(g) After downloading / getting the tender documents/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

(h) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

(j) From my tender folder, he selects the tender to view all the details indicated.

(k) Bidder then log in to the site through the secured login by giving the user ID/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.

(l) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.

(m) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

(n) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should 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.

(o) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

(p) 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 send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

(q) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, at least one working date prior bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.

(r) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.

(s) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.

(t) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.

(u) 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.

(v) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

(w) If the Financial Bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

(x) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will 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.

(y) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

(z) 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.

(aa) 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.

(ab) 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.

(ac) 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.

(ad) 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.

(ae) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1-800-233-7315 or send a mail over to cppo-nic@nic.in.

Signature of Contractor

For Accepting Officer

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BIDDING)
BORDER ROADS ORGANISATION
MINISTRY OF DEFENCE
GOVT OF INDIA
CHIEF ENGINEER PROJECT SWASTIK
NIT No. SWTK/NIT- 19 /2017-18

1. Online bids are invited on single stage two bid system for **SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14**

The title of above heading on CPP site <https://eprocure.gov.in/eprocure/app> is **SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM**

2. Tender documents may be downloaded from central public procurement portal site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as under:-

CRITICAL DATE SHEET

Bid Document Publishing Date	:	28 Aug 2017 at 1100 hrs
Bid Document Download Start Date	:	29 Aug 2017 at 1000 hrs
Clarification Start Date	:	30 Aug 2017 at 1000 hrs
Clarification End Date	:	04 Sep 2017 at 1200 hrs
Pre bid meeting	:	05 Sep 2017 from 1100 hrs to 1300 hrs
Bid Submission Start Date	:	06 Sep 2017 at 1100 hrs
Bid Submission End Date	:	21 Sep 2017 up to 1200 hrs
Opening Date of Technical Bid	:	22 Sep 2017 at 1230 hrs
Opening Date of Financial Bid	:	To be fixed later on

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted. Tenderer/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>' before proceeding ahead.

SW
For Accepting Officer

(NOTICE OF TENDER (contd.....))

4. The work is estimated to cost **Rs 360.00 lacs (Rupees Three Crore Sixty Lac only)** approximately or as subsequently amended in tender documents or uploaded in BRO website www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> This estimate, however, is not a guarantee and is merely given as a rough guide and if works cost more or less, the tenderer shall have no claim on that account of what so ever nature.

5. The tender shall be based on drawing, specifications, **General Conditions of Contracts IAFW- 1815 (Z) with schedule 'A'** (list of works) to be priced by the tenderers.

6 Not more than one tender shall be submitted by one contactor 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 parities liable to rejection.

7. The work is to be completed within **90 days** or as subsequently amended in tender documents or uploaded in BRO website www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> website on accordance with the phasing, if any, indicated in the tender from the date of handing over the site, which will be generally within one month from the date of issue of acceptance letter.

8. The **Chief Engineer, Project Swastik, C/O 99 APO** will be the **Accepting Officer**, here in after, referred to as such for the purpose of this contract.

9. Intending tenderers are advised to visit again BRO website www.bro.gov.in (for reference only) and CPPP website <https://eprocure.gov.in/eprocure/app> 03 (three) days prior to date of submission of tender for any corrigendum / addendum/ amendment.

10. Earnest money is not required to be attached with tender by the valid enlisted contractors with BRO who have submitted standing security deposit but it is required from other contractors to be attached (Scanned copy) with tender documents for **Rs 4,35,000.00 (Rupees Four Lac Thirty Five Thousand only)** in the shape of Call Deposit Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of **Chief Engineer Project Swastik, C/O 99 APO** obtained from any Nationalized/ Scheduled Bank and having maturity/validity period 90 days more than validity period of his offer. Un enlisted contractors may note that they will be required to lodge security deposit of the work in the prescribed form on receipt in writing from the Accepting Officer if their offer is accepted.

11. Copies of drawings 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 (P) Swastik, C/O 99 APO

12. Tenderers are advised to visit the work site by making prior appointment with **OC 130 RCC (GREF)** or **Commander 764 BRTF (GREF)**, C/O 99 APO Telephone No. **03552-255922**.

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

14. 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.

SW
For Accepting Officer

(NOTICE OF TENDER (contd.....))

15. 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.

16. 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.

17. In case tender documents required by the bidders from this office, bidders must provide demand draft for **Rs 2000/- (Rupees Two Thousand only)** in favour of Accepting officer i.e. **Chief Engineer Project Swastik, C/o 99 APO** and **payable at SBI, Branch: Zero Point (Code No 7097), GANGTOK** obtained from any Nationalized/ scheduled Bank valid for six months with their application. However, public sector undertaking / Govt undertaking firms are exempted from the payment towards cost of tender documents. **No cost of tender documents is to be provided for the tender documents downloaded by the bidders.**

18. **The Hard Copy of original instruments in respect of cost of tender document, earnest money, and under taking regarding acceptance of tender conditions must be posted/couriered to the Chief Engineer Project Swastik C/O 99 APO, PIN 931717. It should reach the tender Inviting Authority in the sealed envelope before date / time of Bid submission upto 1200 hrs as per critical date sheet. Same can also be given in person to the Dispatch Section of this HQ. On Top of the envelop it should be mentioned that "The envelope shall be opened only by BOO" on due date & time.**

Scanned copy of the instrument should be uploaded a part of the offer. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc against the submitted tender. The Demand Draft attached/submitted for tender fee shall be non refundable. Tenders shall be strictly treated as non-responsive if tender is not accompanied by:-

- (ii) An acceptable EMD and cost of tender document (if applicable).
- (ii) The undertaking regarding acceptance of tender condition.

19. **The tender will be considered for acceptance as a whole.** The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reasons for doing so.

20. For any further particulars, you may refer BRO website <http://www.bro.gov.in> and **CPPP website <https://eprocure.gov.in/eprocure/app>.**

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

SW
For Accepting Officer

NOTICE OF TENDER (contd.....)

22. **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 CPPP website <https://eprocure.gov.in/eprocure/app>. Therefore bidders/ contractors are requested to visit BRO web site www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> frequently and at least once again 03 (three) days prior to bid submission date as per critical date sheet, for any changes in above particulars.**

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

Sd/xxxxxxx

EE (Civ)

SW

For Accepting Officer

Dated : 26 Aug 2017

80398/ 02 / E8

Headquarters

Chief Engineer

Project Swastik

C/O 99 APO

PIN-931717

1.	HQ DGBR/E8 Dte Seema Sadak Bhawan Ring Road, Delhi Cantt New Delhi-10	11	HQ CE (P) UDAYAK C/O 99 APO	21	HQ CE (P) ROHTHANG C/O 56 APO
2.	HQ Addl DGBR (East) BRO Complex, Jhalukbari Guwahati, Assam-781014	12	HQ CE (P) VARTAK C/O 99 APO	22	HQ CE (P) SHIVALIK C/O 99 APO
3.	The Chief Engineer, PWD, Gangtok, Sikkim	13	HQ CE (P) PUSHPAK C/O 99 APO	23	HQ CE (P) BRAHMANK C/O 99 APO
4.	HQ 758 BRTF (GREF) C/O 99 APO	14	HQ CE (P) SEWAK C/O 99 APO	24	HQ CE (P) HIRAK C/O 56 APO
5.	HQ 764 BRTF (GREF) C/O 99 APO	15	HQ CE (P) ARUNANK C/O 99 APO	25	NHPC Limited Rangit Power Station Rangit Nagar, South Sikkim-737111
6.	130 RCC (GREF) C/O 99 APO	16	HQ CE (P) BEACON C/O 56 APO	26	AO (P) SWTK, (GREF) C/O 99 APO
7.	87 RCC (GREF) C/O 99 APO	17	HQ CE (P) CHETAK C/O 56 APO	27	AO 758 BRTF (GREF) C/O 99 APO
8.	HQ CE (P) VIJAYAK C/O 56 APO	18	HQ CE (P) DANTAK C/O 99 APO	28	EDP cell of HQ CE (P) SWTK for uploading on bro web site.
9.	HQ CE (P) SAMPARK C/O 56 APO	19	HQ CE (P) DEEPAK C/O 56 APO	29	Regional Office MORT&H Rajgarh road, Chandmari, Guwahati-03
10.	HQ CE (P) SETUK C/O 99 APO	20	HQ CE (P) HIMANK C/O 56 APO		

Signature of Contractor

For Accepting Officer

IAFW-1815Z

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY OF STORES AND MATERIALS IAFW-1815 (Z) 1969 PRINT INCLUDING ERRATA 1 TO 28 AND AMENDMENT 1 TO 34

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

1. DEFINITIONS, ETC.

(a) The "**Contract**" means the documents forming the tender and acceptance thereof, together with the documents referred to therein including these Conditions, Schedule 'A' & 'B' attached to the form of tender and the specifications and the drawings relating to the supplies and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(b) The "**Tender documents**" means the form of tender, with the Schedule 'A' & 'B', these conditions and the specifications and/or Drawings as loaned to contractors for the purpose of preparing their tenders.

(c) The "**Supplies**" means the stores and materials specified or described in the tender documents to the extent to which the contractors tender has been accepted in respect thereof. Exceptionally in the case of Rate contracts let on IAFA-1815 (R), the meaning shall further be restricted to such of the said stores and materials as may from time to time during the contract period be ordered by the Engineer-In-Charge and to the extent to which they are so ordered at any time. In either case the supplies shall include all modified extra or additional works and obligations to be carried out under the contract.

(d) The "**Contractor**" means the individual or firm or company whether incorporated or not, undertaking the delivery of the supplies and shall include the legal personal representatives of such individual or the persons composing such firm or company (or the successor of such individual or firm or company) and the permitted assigns of such individual or firm or company.

(e) "**Government**" means the President of India, his successors in office and assigns and the "Accepting Officer" means the duly authorized officer who signs the contract on behalf of the President.

Chief Engineer and (Additional) Chief Engineer (If specially authorized by the Chief Engineer) shall exercise the same powers in respect of contracts concluded by either of them on behalf of President and subject as otherwise provided in this contract, all notices to be given and all actions to be taken on behalf of Government in respect of such contract may be given or taken by either the Chief Engineer or the (Additional) Chief Engineer.

(f) The letters "**CWE**" means "Commander Works Engineer" directing the contract and the letters "OC" means "Officer Commanding" who administers and in the case of Term Contracts directs the contract.

(g) The Engineer-in-Charge "means the Assistant Engineer (AE) Asst Executive Engineer or the appointed by the OC to supervise the works or part of works.

(h) "**Approved**" and "**directed**" means the approval or direction of the CWE or person deputed by him for the particular purpose.

(i) DGBR means the "Director General Border Roads".

(j) "I.S." means "Indian Standard" as issued by the Bureau of Indian Standards Institution.

I.S.D Specification means the editions or Specifications issued by the Ministry of Industry & Supply, Govt of India.

Whenever the above mentioned specifications are referred to in the specifications accompanying the tender documents it means the edition, with all amendments, current at the date of issue of tender documents.

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

(k) BLANK.

(l) The "**final Sum**" means the amount payable under the contract by the Govt to the Contractor for the full and the entire execution and completion of the contract, or in the case of Rate contract of individual orders.

(m) The "**Date of Delivery**" is the date or dates of delivery stated in the relevant or supply order or any subsequent amendment made thereto under the provisions of conditions '6' & '7' herein after.

(n) "**Delivery**" shall means the delivery by the contractor of the supplies properly packed and secured at the place or places or in the manner specified in the tender documents and the stacking or placing without extra charge in such a further manner as may be required by the Engineer-In-Charge having regard to convenience in accounting, weighing and/or measuring: "Delivered" shall imply delivery in accordance with this definition.

Whether however the contract prices applicable are for f.o.r., f.a.s., f.o.b., or ex-works delivery to the railway company, to the shipping company alongside ship to the shipping company abroad ship or to the carry ex-works, as the case may be, of the supplies properly protected and consigned shall, for the purpose of these conditions be regarded as delivery:

Providing always that delivery shall not be considered as having been completed or acceptance being made unless and supply have been inspected in detail by the Engineer-In-Charge and a certificate of Acceptance signed by the OC has been issued to the contractor in respect thereof.

(o) A "**Week**" means seven days without regards to the numbers of hours worked or not worked in any day in that week.

(p) A "**day**" means a day of 24 hours irrespective of the number of hour worked or not worked in that day.

(q) A "**Working day**" means any day other than that prescribed by the Negotiable Instruments Acts as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade in the district where the work is carried out.

(r) "**Deviation Order**" means an order given by the OC to effect an alteration, addition or deduction which does not radically affect the scope or nature of the contract.

CHAPTER II
SCOPE OF THE CONTRACT

2. Heading to the conditions:- The headings to these conditions shall not affect the interpretation thereof.

3. **Contract Documents.** The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers is necessary) and to the purposes of the contract.

The Accepting Officer shall furnish to the contractor free of cost two copies of signed drawings and of the specifications relating to the supplies and two copies of all further drawings issued during the progress of the supplies. The contractor shall keep one copy of all Drawings, and of the specifications at factory or work-shop where such supplies are being manufactured or at such other place as directed by the OC Contract and the Engineer-In-Charge or his representative shall at all reasonable times have excess to them.

All documents, copies thereof and extracts there from furnished to the contractor shall be returned to the OC Contract on the completion of the delivery or on the earlier determination of the Contract.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

4. **Works to be carried out.** The contract shall, except as provided under Schedule-'B', include all labour, materials, tools, plant, equipment and transport which may be required in preparation for, and in the manufacture or winning and provision and the delivery of the supplies as required by the tender documents. Exceptionally in the case of proprietary articles, specified as such, the contract shall be restricted to the supply and delivery of the said articles in accordance with this condition.

The contractor shall be deemed to have satisfied himself as to all matters affecting the delivery of the supplies. No extra charges consequent on misunderstanding or otherwise will be allowed.

4 A **DISCREPANCIES AND ADJUSTMENT OF ERRORS.** The several documents forming the contract are to be taken as a mutually explanatory of one another, detailed drawings (where applicable) being followed in preference to small scale drawings and figured dimensions and preference to scale.

In the case of discrepancy between Schedule 'A' the specifications and/or the drawings, the following order of precedence shall be observed.

- (a) Description in Schedule 'A'.
- (b) Particular Specification.
- (c) Drawings.
- (d) General Specifications.

If there are varying or conflicting provisions made in any one documents forming part of the contract, the accepting officer shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding.

Any error in description, quantity or rate in Schedule 'A' or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the supplies comprised therein according to the drawings and specifications or from any of his obligations under the contract. Any error in quantity, rate or amount in Schedule 'A' shall be adjusted in accordance with the following rules:-

- (a) In the event of the discrepancy between description in figures and words quoted by a tenderer the description words shall prevail.
- (b) In the event of any error occurring in the amount of column of Schedule 'A' as a result of wrong extension of unit rates and quantities, the unit rates shall be regarded as firm and extension shall be amended on the basis of the rates.
- (c) All errors in totaling in the amount column in carrying totals shall be corrected.

The contractors shall be deemed to have calculated his on details from drawings and specifications, as applicable, before quoting unit rates against different items of the tender. Notwithstanding any errors or inaccuracies in the unit rates quoted by the contractor, those rates shall be deemed to include for the full and the entire completion of the items of supplies in accordance with the provisions of the contracts and no adjustment shall be made on account of any errors in those rates.

5. **DEVIATION.** The Contractor shall not make any alteration in, addition to or omission from the supplies as described in the tender documents/ works order except in pursuance of the written instructions of the OC Contract.

The Accepting Officer may deviate, by way of modification of design, provided that the value of each supply order is not thereby varied on the whole by more than ten percent.

The Accepting Officer may vary the quantities given in the contract as under:-

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

(a) In the case of contracts for supply of building materials or furniture, the quantity of any item shall not vary more than 50 percent.

(b) In the case of contracts for supply of bazaar materials, the quantities may be varied to any extent at the discretion of the OC Contracts, provided the total value of the supplies given in a group in the contract does not vary by more than 25 percent.

Whenever the Accepting Officer intends to exercise such right, his intension shall be communicated to the contractor, by the OC Contract, whose order in writing shall specify the deviations which are to be made, the lump sum assessment or the proposed basis of payment, the extra time allowed, if any, and the date and plan for the delivery of the supplies. As from the date of such deviation, the supplies shall be delivered in accordance with the requirements as so altered.

The objection by the contractor to any matter concerning the order shall be notified by him in writing to the OC Contract within 07 days from the date of such order but under no circumstances shall delivery of the supplies be stopped (unless so ordered by the OC Contract) owing to any differences or controversy that may arise from such objection.

In default of such notification, the contractor will be deemed to have accepted the order and the conditions stated therein. In the event of the contractor failing to agree with the OC Contract regarding the proposed extension of time, the objection shall be referred to the Accepting Officer or in the case of a contract accepted by the OC Contract to the CWE whose decision shall be final and conclusive.

6. SUSPENSION OF WORK.

(a) The contractor shall on receipt of the order, in writing of the OC Contract, suspend the manufacture or winning, provision and delivery of the supplies or any part thereof for such time and in such manner, as the OC Contract may consider necessary for any of the following reasons:-

- (i) On account of default on the part of the contractor or
- (ii) For proper manufacture and delivery of the Supplies or part thereof for reason other than the default of the Contractor.
- (iii) For safety of the supplies or part thereof.

The contractor shall during such suspension, properly protect and secure the supplies to the extent necessary and carry out the instructions given in that behalf of the OC Contract.

(b) If the suspension is ordered for reasons (ii) & (iii) in sub para (a) above.

(i) The contractor shall be entitled to a extension of time equal to the period of every such suspension PLUS 25% for delivery of the supplies of the item or group of items for which a separate period of completion is given in the contract of which the suspended supplies form part, and

(ii) If the total period of all suspensions in respect of an item or group of items of supplies for which a separate period of completion is specified in the contract exceeds 60 days, the contractor shall, in addition, be entitled to compensation as the OC Contract may on the basis of facts considered reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site actually remaining idle during the period of suspension.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

(c) If the delivery of the supplies or part thereof is suspended on the orders of the OC Contract for more than 04 months at a time except when suspension is ordered for reasons (i) in sub para (a) above, the contractor may after 60 days from receipt of such order serve a written notice on the OC Contract requiring permission within 15 days from receipt by the OC Contract of the said notice to proceed with the delivery of the supplies or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to trip the suspension, where it effects only a part of the supplies as an omission of such part of Govt under condition 5 or where it affects the whole of the supply as an abandonment of the supplies by Govt shall within ten days of expiry of such period of 15 days given notice in writing of his intention to the OC Contract. If the contractor treating the suspension as an abandonment of the contract by Govt, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the manufacture and delivery of the supply in full but which he could not derive in consequence of the abandonment. He shall, However, be entitled to compensation, as the Garrison Engineer may on the basis of facts consider reasonable, in respect of salaries and or wages paid by him to his employees, and labour at site actually remaining idle in consequence and also for loss on materials collected which could not be utilized on those or other supplies including 5% as overheads on materials.

7. TIME, DELAY AND EXTENSION.- (a) Time is of the essence of the Contract and is specified in each individual Supply Order. If the delivery of the Supplies be delayed:-

- (i) by force majeure, or
- (ii) by reason of abnormally bad weather, or
- (iii) by reason of serious loss or damage by fire,
or
- (iv) by reason of civil commotion, local combination of workmen, strike or lockout, affecting any the trades employed on the works, or
- (v) by reason of delay on the part of the nominated sub- contractors or nominated suppliers which the Contractor has, in the opinion of OC Contract, taken all practicable steps to void, or reduce, or
- (vi) by reason of delay on the part of the Contractors or tradesmen engaged by Government in executing work not forming part of this contract, or
- (vii) by reason of any other cause, which , in the absolute discretion of the Accepting Officer is beyond Contractor's control:

then, in any such case the Accepting Officer may make fair and reasonable extension in the completion dates of individual items of supplies or groups of items of supplies for which separate periods of completion are mentioned in the supply order.

Upon the happening of any such event causing delay, the contractor shall immediately but not later than 30 days of the happening of the event, give notice thereof in writing to OC Contract but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the OC Contract to proceed with the delivery of the supplies.

In case the contractor fails to notify the OC Contract of happening of an event (s) causing delay within a period of 30 days stipulated in sub Para 3 above, he shall forfeit his right to claim extension of time for delay caused due to such event (s).

Signature of Contractor

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GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

Extension of time, as approved by the Accepting Officer, shall be communicated to the contractor by OC Contract in writing and shall be final and binding except in the case of contracts accepted by the OC Contract when in the event of the contractor not agreeing to the extension granted by the OC Contract, the matter shall be referred to the CWE whose decision shall be final and binding.

(b) [If the delivery of the supplies be delayed by reason of non-availability of Government stores mentioned in schedule 'B' then, in such event, notwithstanding the provisions hereinbefore contained, the Accepting Officer may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the contractor by the OC Contract in writing. The decision so communicated shall be final and binding and the contractor shall be bound to complete the delivery of the supplies within such extended time.]

(c) No claim in respect of compensation or otherwise, howsoever, arising as a result of extensions granted under conditions (a) and (b) above shall be admitted.

8. MATERIALS - (a) Materials to be provided by the Contractor:-

The contractor shall at his own cost and expense, provide all materials required for the contract, other than those listed in schedule 'B' which are to be supplied by Government.

All materials to be provided by the contractor whether as part of the supplies or incorporated therein, shall be brand new and in conformity with the specifications laid down in the contract and the contractor shall, if requested by the Engineer-in-charge furnish proof, to the satisfaction of the Engineer-in-charge, that the materials so comply.

Should no specification be quoted or sample pattern be exhibited by the BRO, the supplies shall be strictly in accordance with the latest IS., or S.D. Specifications (as applicable) where such exists and in any event, shall be to the approval and satisfaction in all event, shall be to the approval and satisfaction in all respects of the Engineer-in-charge.

The contractor shall, at his own cost and expenses and without delay, supply to the Engineer-in-charge samples of materials proposed to be used in the execution of the Contract. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require and intimate to the contractor in writing, inform the contractor whether samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-in-charge for his approval fresh samples complying with the specifications laid down in the contract.

Any sample submitted by the contractor shall be clearly labeled with the name of the contractor, the contract number and the description and serial number of the item as shown in schedule 'A'. Approved samples shall on the completion of the delivery be allowed to count against the supplies and payment will be made for the same.

Where, however, the supplies are being manufactured by the contractor to BRO sample or pattern, such samples may, at the discretion of the OC Contract and notwithstanding the provision of the preceding paragraph be loaned to the contractor for this general guidance: the cost of carriage both ways shall be borne by the contractor.

The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by the contractor, which are not brand new and in accordance with the contract specifications or do not conform in character and quality to samples approved by him. In case of default on the part of the contractor in removing rejected material, the Engineer-in-charge shall be at liberty of have them removed by other means at the contractor's expenses and risk. The Engineer-in-charge shall have full powers to require other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply he may cause the same to be supplied by other means. All costs/charges and expenses which may attend upon such substitution shall be borne by the contractor.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

The contractor shall indemnify Government or any agent, servant or employee of Government against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claims being or action being brought against Government or any agent, servant or employee of Government in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by Govt. but the contractor shall pay any royalties or other charges payable in respect of any use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

Subject as hereinafter provided in condition 32, all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the supplies from any source (excluding materials supplied by Government) shall be borne by the contractor.

The Engineer-in-Charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expense all facilities, which the Engineer-in-Charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-in-Charge, the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contract. The cost of materials consumed in tests shall be borne by the contractor in all cases except when otherwise provided.

(b) [Materials which Government shall supply are shown in Schedule 'B' which also stipulates place of issue and rate(s) to be charged in respect thereof.]

In the event of delay in the supply of any stores and materials mentioned in Schedule 'B', the contractor shall be entitled to reasonable extension of time as provided for under condition 7, but no claim for compensation or damage on any ground whatsoever shall be entertained by the Government.

If after acceptance of the tender, the contractor desires Government to supply any further materials out of those mentioned in the Schedule 'B' and/or any other materials, such materials may be supplied by Government, if available, at rates to be agreed upon between the parties.

For the materials listed in Schedule 'B'. The Contractor shall give reasonable notice in writing of his requirements to the Engineer-in-Charge. Such materials shall be supplied for the purposes of the contract only and the value of materials so supplied at the rates specified in the aforesaid Schedule shall be set off or deducted from any sums then due or which may thereafter become due to the contractor, under the contract.

The contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in respect of the supplies including all preparatory work of whatever description as may be required, and of closing, preparing, loading and returning empty cases or containers to the place of issue.

All materials issued to the contractor by Government for incorporation or fixing in respect of the supplies (including preparatory works) shall on completion or on foreclosure of the supplies and before submission of bills, be returned by the contractor at his expense, at the place of issue, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the contractor is required to deliver such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less the transportation charges which would have been incurred by the contractor had such materials been delivered at the place of issue, shall be borne by Government.

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GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

Surplus materials returned by the contractor shall be credited to him by the Engineer-in-charge at rates not exceeding those at which these were originally issued to him after taking into consideration any deterioration or damage which may have been caused to the said materials whilst in the custody of the contractor.

If on completion of supplies the contractor fails to return surplus materials out of those supplied by Government, then in addition to any other liability which the contractor would incur, the Engineer-in-Charge may, by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice [for such unreturned surplus materials at double the prevailing market rate as decided by the OC Contract. If however the contractor is not satisfied with the decision of the OC Contract with regard to market rate he shall be entitled to represent the matter to CWE within seven days to receipt of OC Contract's decision and the decision of CWE thereon shall be final and binding.]

(c) **General-** Materials required for the supplies whether brought by the contractor or supplied by Government shall be stored by the contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of materials shall be at the risk and the responsibility of the contractor.

Government officials concerned with the contractor shall be entitled at any time to inspect and examine any materials intended to be used in the supplies, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated or manufactured or at any place(s) where these are lying or from which these are being obtained and the contractor shall give such facilities as may be required for such inspection and examination.

All materials brought to the site shall become and remains the property of Government and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the supplies are finally completed and advance, if any, in respect of any such material is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

9. **PACKAGES-** unless otherwise provided by Schedule 'A' all containers (including packing cases, boxes, tin drums and wrappings, etc.) supplied by the contractor shall be considered as non-returnable, and their cost as having been included in the Contract Price for the supplies in question.

If Schedule 'A', provides for containers to be returnable, they shall be clearly marked 'Returnable' and, subject to the requirements of Government, such containers may be returned by the OC Contract at the contractor's expense for re-use in connection with subsequent deliveries. No claim, will however, be entertained by Government in respect of containers not so returned to the contractor, the cost of providing such containers as are necessary being considered as having been included in the Contract Price for the supplies in question.

Notwithstanding the provision of the preceding paragraph, if Schedule 'A' provides for returnable containers to be separately priced, they shall be so invoiced by the Contractor who shall give full credit on their return within a reasonable time after delivery.

Each container delivered under this Contract shall be distinctly marked with the description and quantity or weight of the contents, together with the name of the Contractor and a distinguishing number or mark which is also to be shown, for purposes of identification, on the delivery note and invoice.

10. **BLANK.**

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

11. **ROYALTIES.** No royalty will be recovered for materials which the Contractor may be allowed to remove from quarries situated on land which is in charge of the BRO authorities, or from land in Cantonments in charge of the Defence Estate Officers.

12. **TRANSPORT.** The Contractor shall at his own expense, supply all transport required for the execution of the Contract.

13. **ASSIGNMENT OR TRANSFER OF CONTRACT.** The Contractor shall not without the prior written approval of the Accepting Officer assign or transfer the Contract, or any part thereof, or any share, or interest therein.. No sum of money to become payable under the Contract shall be payable to any person other than the Contractor unless the prior written approval of the Accepting Officer to the assignment or transfer of such money is given.

14. **SUB-CONTRACTS.** The Contractor shall not sub-let any portion of the contract without the prior approval of the Accepting Officer.

The Contractor shall be responsible for any Sub-contractor or Contractor who may carry out any work or supply any material in connection with the Contract. The Contractor shall make good any loss or damage suffered by Government by reason of any default, neglect or failure on the part of such person in relation to such work or material.

CHAPTER -III

PERFORMANCE OF THE CONTRACT

15. **SECURITY DEPOSIT.** (In the case of a Contractor who has not executed the Standing Security Bond, and the Accepting-Officer decides to accept his tender, the Contractor shall lodge with the Controller of Defence Accounts concerned as Security Deposit in the prescribed form, the sum as notified by the Accepting Officer, within thirty days of the receipt by him of notification of acceptance of his tender. Alternatively the Earnest Money forwarded by the Contractor may be converted, in part or full, as Security Deposit/ part of Security Deposit, wherever such a transaction is feasible and the Contractor shall lodge with the Controller of Defence Accounts concerned the balance amount of Security Deposit, where applicable, as notified by the Accepting Officer, within thirty days of the receipt by him of notification of acceptance of his tender. In case the Contractor fails to deposit the Security Deposit/balance Security Deposit within thirty days as stipulated herein before, the same will be recovered from the first RAR payment or from the first final bill. If the amount from the first final bill is not adequate, the remaining sum shall be recovered from the subsequent bills of the Contractor in full. However, in cases where any payment under this contract is made to the Contractor within thirty days of the receipt by him of notification of acceptance of his tender, the amount of Security Deposit/balance Security Deposit shall be recovered from such payment. Earnest Money will be refunded to the Contractor after the full amount of Security Deposit is lodged / recovered.)

(In case of a Contractor who is not enlisted for the area in which the work lies, but whose name is in the BRO approved list of any BRO formation and has deposited standing security and executed standing security bond and the Accepting Officer decides to accept his tender, the Contractor shall lodge with the Controller of Defence Accounts concerned, before acceptance of tender, the sum as notified by the Accepting Officer as security deposit on the prescribed form.)

(If a Contractor has executed standing security bond but the tendered amount exceeds the financial limit of the Contractor and the Accepting Officer decides to accept his tender, as a whole or in part/parts, the Contractor shall lodge with the Controller of Defence Accounts concerned additional security deposit as notified by the Accepting Officer within 30 days of the receipt by him of notification of acceptance of his tender failing which this sum will be recovered from the first RAR payment or from the first final bill in case of Running Rate Contracts. However, in cases where any payment is made to the contractor within thirty days of the receipt by him of notification of acceptance of tender, the amount of additional security deposit shall be recovered from such payment.) (If the amount from the first final bill is not adequate, the remaining sum shall be recovered from the subsequent bills of the Contractor in full. However, in cases where any payment under this contract is made to the Contractor within thirty days of the receipt by him of notification of acceptance of his tender, the amount of additional Security Deposit shall be recovered from such payment.)

Signature of Contractor

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All compensation or other sums of money payable by the Contractor to the Government under the terms of this Contract or under any other Contract with Government may be deducted from, or paid by the sale of a sufficient part of the security deposit or from the interest arising there from or from any sums which may be due or may become due to the Contractor by the Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction, or sale as aforesaid, the Contractor shall within 10 days thereafter, make good in cash or securities, endorsed as aforesaid, any sum or sums which may have been deducted from, or realized by sale of, his security deposit or any part thereof.

Government shall not be responsible for any loss of securities or for any depreciation in the value of securities while in their charge nor for loss of interest thereon.

16. **ORDERS UNDER THE CONTRACT.** The Contractor shall complete the delivery of all such orders as the Engineer-In-Charge may issue from time to time under the provisions of this Contract and all such orders shall be known and referred to in these Conditions as " Supply Orders"

All orders, notices, etc., to be given under the Contract shall be in writing, typescript or printed and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post it would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

17. **CONTRACTOR'S SUPERVISION.** The Contractor shall either himself supervise the execution of the Contract or shall appoint a competent Agent approved by the OC Contract to act in his stead.

If in the opinion of the OC Contract the Contractor himself has not sufficient technical knowledge and experience to be capable of receiving the instructions of the Engineer-In-Charge or cannot give his full personal attention to the execution of the Contract, the Contractor shall, at his own expense, employ as his accredited Agent, a suitably qualified person to be approved by the OC Contract.

If the Contractor fails to appoint a suitable Agent on being ordered to do so, the OC Contract shall have full powers to suspend delivery of the Supplies until such date as a suitable Agent is appointed and the Contractor shall be held responsible for the delay so caused to the deliveries.

Orders given to the Contractor's Agent shall be considered to have the same force as if they had been given to the Contractor himself.

The Contractor or his accredited Agent shall attend, when required and without making any charge for doing so, either at the office of the Engineer-In-Charge or at the place of delivery to receive instructions.

The OC Contract shall have full powers, and without giving any reason, to require the Contractor immediately to cease to employ in connection with this Contract any agent, servant or employee whose continued employment is in his opinion undesirable. The Contractor shall not be allowed compensation on this account.

18. **LABOUR.** The Contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the Specifications and to the satisfaction of the Engineer-In -Charge.

Signature of Contractor

For Accepting Officer

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The Contractor shall, in respect of his work-people and staff employed in connection with the Contract, observe terms and conditions of employment and pay rates of wages not less favourable than those fixed from time to time by the appropriate local wage-fixing authority or in the absence of such authority, not less favourable than those, commonly recognized by good employers in the trade in the district where the work is carried out.

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the Payment of Wages Act, 1936, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, or any other Acts or enactments relating thereto and rules framed there under from time to time.

The Contractor shall not employ in connection with the supplies any person who has not completed his fifteenth year of age.

19. **BLANK.**

20. **INSPECTION AND REJECTION OF SUPPLIES.** B.R.O. officers concerned with the Contract shall have power any time to inspect and examine any of the Supplies intended to be used in the execution of the Contract, either at the place or places of delivery or at any factory or workshop or other place where such Supplies are being manufactured, or at any place where the same are lying or from which they are being obtained and the Contractor shall give such facilities as may be required to be given for such inspection and examination.

The Engineer-In-Charge shall be entitled to have tests made of any of the Supplies delivered by the Contractor who shall provide at his own expense all facilities which the Engineer-In-Charge may require for this purpose. If at the discretion of the Engineer-In-Charge an independent expert is employed to make any such tests, his charges shall be borne by the Contractor only if the tests disclosed that the said Supplies are not in accordance with the provision of the Contract should the OC Contract at any time prior to acceptance consider any portion of the Supplies unsatisfactory, or if in respect of items being manufactured by the Contractor, it shall appear to the OC Contract at any time during the manufacture or prior to the expiration of a period of six calendar months after the Supplies have been accepted by the Government (hereinafter referred to as the "(Defects Liability Period)" that any such Supplies are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (in respect whereof the decision of the OC Contract shall be final and conclusive), the Contractor shall, on demand in writing from the OC Contract specifying the Supplies complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith and at his own expense, rectify the defects in the Supplies complained of or remove them in whole or in part as the case may be, and provide with proper and suitable supplies at his own expense and in the event of the Contractor failing to do so within a period to be specified by the OC Contract in his demand aforesaid, the OC Contract shall be at liberty either to rectify the defects at the risk and expense of the Contractor or to return the rejected Supplies or any of them carried forward, at the Contractor's risk and expense, by such mode of transport as the OC Contract may select, or to sell all or any of them by public auction or private contract on the Contractor's behalf and to retain such portion of the proceeds as may be necessary to cover any loss or expense incurred by Government in connection with such sale, and to replace with other the Supplies complained of at the risk and expense in all respects of the Contractor. The liability of the Contractor under this Condition shall not extend beyond the (Defects Liability Period)¹ aforesaid in respect of items being manufactured by the contractor, except as regards such Supplies for which the OC Contract shall have previously given notice to the Contractor to rectify or replace.

Where the Specification or Schedule 'A' so provides the whole of any consignment of Supplies may be rejected if either specified proportion percentage of samples of the articles or material comprised therein, or sample taken indiscriminately from the bulk are found not to conform in every respect to the requirements of the Contracts. Notwithstanding that the OC Contract is entitled under the foregoing provisions to reject any of the Supplies, the Accepting Officer may, without prejudice to any other rights and remedies of Government decide to retain any such Supplies and pay for the same at such reduced price as the OC Contract considers fair and reasonable. In the event of the Accepting Officer exercising such option, the certificate of acceptance will be endorsed to show that the Supplies in question have been accepted as below specification and are subject to a reduction in price, in respect whereof the decision of the OC Contract shall be final and binding.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

21. **APPROVAL OF WORK BY STAGE.** Supplies being manufactured by the Contractor which embrace more than one process, shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice in writing to the Engineer-In-Charge when each stage is ready. In default of such notice being received, the Engineer-In-Charge shall be entitled to appraise the quality and extent thereof and in the event of any dispute the decision of the OC Contract thereon shall be final and conclusive.

22. **DELIVERY OF SUPPLIES.** The Contract shall be executed in a workmanlike manner and to the satisfaction in all respects of the Engineer-In-Charge and the Supplies shall be delivered complete and all Government stores issued for incorporation therein and not so incorporated, returned to the place of issue on or before the date for delivery.

On the dispatch of the Supplies or any part thereof, a delivery note quoting the Contractor's name, and number and date of Contract and specifying full details of the Supplies to which it relates, is to be forwarded in duplicate to the Engineer-in-Charge, one copy of which shall be signed and returned to the Contractor in acknowledgement of receipt, but no such acknowledgement shall, without the OC Contract's certificate of acceptance, be conclusive evidence that the Supplies to which it relates are in accordance with the Contract. Signed acknowledgements of receipt and certificates of acceptance are subsequently to be produced by the Contractor in support of his applications for advance on account.

The Contractor shall make delivery of the Supplies only on and during the hours of a working day unless he obtains the prior written approval of the Engineer-in-Charge to do otherwise.

23. **PRECAUTIONS AGAINST RISKS.** The Contractor shall be responsible, at his own expense, for precautions to prevent loss or damage from any and all risks and for all necessary protection, provision of coverings, etc., required for the purpose until the Supplies are delivered complete to the Engineer-in-Charge and shall make good loss or damage thereto howsoever occasioned occurring at any time prior to such delivery.

If the OC Contract under the provisions of Conditions 20 hereof, rejects any of the Supplies delivered under the Contract and the Contractor fails to remove them, or any of them within the time specified for such removal then, without prejudice to the provisions of the aforesaid Condition, the Supplies so rejected shall thenceforth be at the risk in all respects of the Contractor and he shall have no claim against Government in respect of the any loss of damage thereto from whatsoever cause arising.

23-A. CLAIMS AGAINST GOVERNEMENT:- The Contractor shall indemnify Government against all claims enforceable against Government or any Officer or Servant of Government or which would be so enforceable against Government were Government a private person, in respect of injury or damage arising out of, or in connection with, the execution of the Contract, to any person or property including all claims which may arise under the Workmen's Compensation Act or otherwise in consequence of the work in respect of any person employed by the Contractor on the work.

24. COMPENSATION FOR DELAY. If the Contractor fails to complete the delivery of the Supplies on or before the date(s) for completion given in a Supply Order, he shall, without prejudice to any other right, or remedy of Government on account of such breach, be liable to pay compensation equal to one percent of the total value of the item or group of items of Supplies for which a separate period of completion is given in the Supply Order, for every day that whole of the Supplies in respect of the items or group of items of Supplies concerned remain uncompleted.

Provided always that the total amount of compensation to be paid under the Condition shall not exceed ten percent of the total value of the item or group of items of Supplies for which a separate period of completion is given.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other Contract.

25. LAWS GOVERNING THE CONTRACT. This Contract shall be governed by the Indian laws for the time being in force.

26. CANCELLATION OF CONTRACT FOR CORRUPT ACTS. The C.W.E. whose decision shall be final and conclusive, shall, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the Contract in any of the following cases and the Contractor shall be subject to payment of any loss or damage resulting from any such cancellation to the like extent as is provided in the case of cancellation for default:

If the Contractor shall:-

(a) offer or give or agree to give any person in Government service any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Government service, or

(b) enter into a Contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Accepting Officer, or

(c) obtain a Contract with Government as a result of ring tendering or other non - bonafide methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

27. CANCELLATION OF CONTRACT FOR INSOLVENCY, SUB-LETTING, ETC. The Accepting Officer, may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the Contract in any of the following cases-

If the Contractor:-

(a) being an individual, or if a firm, any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him for behalf of his creditors; or

(b) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(c) assigns transfer, sub-lets or attempts to assign transfer or sublet, any portion of the Contract without the prior written approval of the Accepting Officer.

Whenever the Accepting officer exercises the authority to cancel the Contract under this condition, he may complete the delivery of the Supplies by any means at the Contractor's risk and expense provided always that in the event of cost of completion (or after alternative arrangements have been finalized by the Government to get the delivery of Supplies completed, estimated cost of completion) (as certified by OC Contract) being less than the contract cost, the advantage shall accrue to the Government. If the cost of completion (or after alternative arrangements have been finalized by the Government to get the delivery of the Supplies completed, estimated cost of completion (as certified by the OC Contract)³ exceeds the moneys due to the Contractor under this Contract, the Contractor shall either pay the excess amount ordered by OC Contract or the same shall be recovered from the Contractor by other means.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

In case the Government completes (or decides to complete)⁴ the delivery of the Supplies under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of (the cost or estimated cost (as certified by OC Contract) of materials purchased or required to be purchased and/or the labour provided or required to be provided)⁵ by the Government with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E. whose decision shall be final and conclusive.

28. CANCELLATION OF CONTRACT IN PART OR IN FULL FOR CONTRACTOR'S DEFAULT. If the contractor:-

- (a) makes default in commencing the manufacture and/or delivery of Supplies within a reasonable time from the date of supply order and continues in that state after a reasonable notice from OC Contract **OR**
- (b) in the opinion of the OC Contract at any time, whether before or after the date or extended date for completion, makes default in proceeding with the manufacture and/or delivery of the Supplies with due diligence and continues in that state after a reasonable notice from OC Contract **OR**
- (c) fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing, with orders properly issued there under. **OR**
- (d) fails to complete the delivery of the entire Supplies, Supply Order, and items of Supplies with individual dates for completion on or before the date of completion.

The Accepting Officer may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Government, cancel the contract as a whole or only such Supply Order (s) or items of Supplies in default from the Contract. Whenever the Accepting Officer exercises his authority to cancel the Contract as a whole or in part under this Condition he may complete the delivery of the Supplies by any means at Contractor's risk and cost, provided always that in the event of cost of CA completion (or after alternative arrangements have been finalised by the Government to get the delivery of Supplies completed, estimated cost of completion) (as certified by OC Contract) being less than the Contract cost, the advantage shall accrue to the Government if the cost of completion (or after alternative arrangements have been finalised by the Government to get the delivery of the Supplies completed, estimated cost of completion (as certified by OC Contract) exceeds the money due to Contractor under this Contract, the Contractor shall either pay the excess amount ordered by OC Contract or the same shall be recovered from , the Contractor by other means.

In case the Government completes (or decides to complete) the delivery of the supplies or any part thereof under the provisions of this Condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of (the cost or estimated cost (as certified by OC Contract) of materials purchased or required to be purchased and/or the labour provided or required to be provided) by the Government with an addition of such percentage to cover superintendence and establishment charges as may be decided by the C.W.E. whose decision shall be final and conclusive.

29. TERMINATION OF CONTRACT FOR DEATH. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Accepting Officer shall have the option of terminating the Contract without compensation to the Contractor.

30. SPECIAL POWERS OF DETERMINATION (APPLICABLE ONLY TO LUMP SUM CONTRACTS). If at any time after the acceptance of the tender, Government shall to any reason whatsoever not require the whole or any part of the Supplies, the C.W.E. shall give notice in writing of the fact to the Contractor, specifying in the case of Supplies being manufactured by the Contractor, the steps to be taken by the Contractor to complete or otherwise the manufacture of articles already in a semi-manufactured state, and the extent to which the supplies or any part thereof may further be delivered by the Contractor.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

The Contractor shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the Supplies in full but which he did not derive in consequence of foreclosure of the Contract.

He shall be paid at Contract rates, for the full amount of Supplies executed including such additional works, if any, as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the Accepting Officer whose decision shall be final and conclusive) for any expenses sustained on account of labour and materials collected but which could not be utilized on the Supplies as verified by the OC Contract.

30A TERMINATION OF CONTRACT (APPLICABLE ONLY TO RATE CONTRACT): The Contract shall remain in force for a period of not less than six months or half the Contract period whichever is less and may be terminated at the end of that period or at any time thereafter provided that six weeks' notice in writing to that effect shall have been previously given by either party. Any Supplies for which written orders to supply are issued before the termination of the Contract shall be deemed to be within the contract although the date for delivery is beyond the date of termination of the Contract.

CHAPTER IV
VALUATION AND PAYMENT

31. RECORDS AND VALUATION OF DEVIATIONS. All items having a financial value shall be entered in the DBGGR Measurement Book, I.A.F.W-2261 so that a complete record is obtained of all Supplies performed under the Contract.

The value of all deviations shall be ascertained, on the basis of the rates or prices for similar Supplies in Schedule 'A' in so far as such rates or prices apply. Where the rates or prices in Schedule 'A' do not apply, the value shall be based upon rates or prices deduced there from so far as it is practicable to do so; failing which the said value shall be ascertained on the basis of such rates or prices as shall be agreed upon between the OC Contract and the Contractor. Provided that if the Contractor is not satisfied with the decision of the OC Contract he shall be entitled to represent the matter to the C.W.E. within seven days of receipt of the OC Contract's decision and the decision of the C.W.E. thereon shall be final and conclusive.

32. REIMBURSEMENT/REFUND ON VARIATION IN PRICE¹. If during the progress of the Supplies, the price of any materials required to be incorporated in the Supplies(not being a material supplied by the Government, in accordance with Condition 8 hereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds ten percent of the price and/or wages prevailing at the time of acceptance of the tender for the Supplies, and the Contractor thereupon necessarily and properly pays, in respect of that material (incorporated in the Supplies) such increased price, and/or in respect of labour required for and engaged on the execution of the Supplies, such increased wages, then the amount of contract shall accordingly be varied protanto, provided always that any increase so payable is not, in the opinion of the CWE (whose decision shall be final and binding) attributable to delay in the execution of the Contract within the control of the Contractor.

Provided, however, no reimbursement shall be made if the increase is not more that 10% of the said prices/wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase have become operative after the Contract or extended date of completion of the Supplies in question.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

If during the progress of the Supplies, the price of any material incorporated in the Supplies (not being a material supplied by the Government in accordance with Condition 8 hereof) and/or wages of labour is decreased as a result of coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax) and such decrease exceeds ten percent of the prices and/or wages prevailing at the time of acceptance of the tender for the Supplies, in the Supplies (not being materials supplied by the Government in accordance with the Condition 8 hereof) and/or labour engaged on the execution of the Supplies after the date of coming into force of such law, statutory rule or order, be entitled to deduct from the dues of the Contractor such amount as shall be equivalent to the difference between the prices of materials and/or Wages as they prevailed at the time of acceptance of tender for the Supplies minus ten percent thereof and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

The Contractor shall, for the purpose of this condition keep such books of accounts and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of Government, and further shall, at the request of the OC Contract furnish, verified in such a manner as the OC Contract may require, any documents so kept and such other information as the OC Contract may require.

The Contractor shall within a reasonable time of his becoming aware of any alteration in the prices of any such material and/or wages of labour, give written notice thereof to the OC Contract stating that the same is given in pursuant to this condition together with all information relating thereto which, he may be in a position to supply.

33. TERMS OF PAYMENT AND CERTIFICATES. (Contractor shall be entitled to be paid on rendering an account for the same on IAFW-2263 supported by signed delivery notes and certificate of acceptance an advance at the following percentages of the value of any Supplies delivered and approved to date by the OC Contract provided that the sum so due is not less than Rs 1500/-:-

(a) For Supplies delivered and approved to date by the G.E, not exceeding Rs 5 lakhs-90 percent of the value of Supplies delivered and approved.

(b) For Supplies delivered and approved to date by the OC Contract exceeding Rs 5 lakhs but not exceeding Rs 10 lakhs-90 percent of the value of Supplies delivered and approved for the first Rs 5 lakhs and 92 1/2% of value of Supplies delivered and approved for the balance.

(c) For Supplies delivered and approved to date by the OC Contract exceeding Rs 10 lakhs-90 percent of the value of Supplies delivered and approved for the first Rs 5 lakhs, 92 1/2% of the value of Supplies delivered and approved for the next Rs 5 lakhs and 95% of the value of Supplies delivered and approved for the balance.

The cost of stores issued upto date for incorporation in the Supplies shall be deducted from the advance payments.

Provided the amount of the retention money recovered from the Contractor under the contract shall not exceed Rs 1.5 lakhs).

(Provided further, in the case of "Lump Sum Contracts" of any value and "Running Rate Contracts" having a value of Rs one lakh and above the Contractor may be paid advance on account to the full value of any Supplies delivered on his furnishing Guarantee Bond(s) or fixed Deposit Receipt(s) from a Scheduled Bank for the amount of retention money which should otherwise be recoverable from him under the Contract.

The Guarantee Bond shall be executed for a period and on a form as directed by the Accepting Officer. The Contractor shall further arrange to extend the period of Guarantee Bond or shall furnish a fresh Guarantee Bond of similar value so as to cover the period till the payment of final bill.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

In the case of Fixed Deposit Receipts, the same shall be for a period exceeding 6 months beyond the period of the Contract and shall be endorsed in accordance with the Government Securities Manual for the time being in force. If the Fixed Deposit Receipts are in the name of the Contractor, they shall be transferred /endorsed to the Controller of Defence Accounts concerned in such a way that they can be encashed by the said Controller of Defence Accounts without reference to the Contractor. In the event of delay in preparation of the Final Bill, the Contractor shall make arrangements with the Bank for suitable extension of the fixed deposit period.)

The OC Contract shall from time to time certify in respect of such accounts the sums to which the Contractor is entitled after retaining the reserve.

Any certificate relating to Supplies delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of OC Contract supporting an advance payment shall of itself be conclusive evidence that any Supplies to which it relates are in accordance with the Contract.

As soon as possible after the completion of delivery of the whole of the Supplies ordered under a Lump Sum Contract or, in the case of a Rate Contract, of the Supplies on each individual order, the Contractor shall forward a certified final account on I.A..F.W.-2262 in duplicate which shall be accompanied by all signed delivery notes and Certificates of acceptance supporting it. In the case of a Lump Sum Contract, the final account will be certified by the Contractor in respect of the Contract as a whole, in the case of Rate Contracts it will be certified as final in respect of the particular order or orders on which payment is being claimed and the account for the last order under the contract will be certified by the contractor in respect of the contract as a whole. No claims will be entertained after the receipt of the Final Bill.

When fractions of a rupee occur in the totals of bills, fraction less than half a rupee shall be disregarded and half of rupee and over taken as a rupee.

Subject to certification of the final bill by the OC Contract the Contractor shall, without prejudice to the right of Government in respect of the rectification of defects arising within the [Defects Liability period] as defined in Condition 20, be entitled to be paid the full contract value of the supplies so delivered and approved, less any sum due from the Contractor in respect of Government stores issued for incorporation and the value of payments already made on account.

All payments due under this contract shall be made by means of a crossed cheque to the contractor 'A/c. Payee only' within a reasonable time after the certification by the OC Contract, at the treasury located in the station where either the work is executed or services rendered or at the treasury nearest to the station where the officer of the OC Contract is located.

² (In case of Lump sum contracts or in case of Rate Contracts in respect of particular order or orders, payment of those items of the final bill in respect of which there is no dispute, shall be made within the period specified hereunder, the period being reckoned from the date of receipt of the bill by the OC CONTRACT:-

- (a) Contract amount/amount of each individual order not exceeding Rs 5 lakhs – **Four months.**
- (b) Contract amount/amount of each individual order exceeding Rs 5 lakhs – **Six months.**

After payment of the amount of the final bill payable as aforesaid has been made, the Contractor, may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.)

The Contractor is required to acknowledge receipt of all cheques issued in his favour. With regard to cheques sent to him by post, he shall acknowledge receipt within fifteen days from the date of their receipt. Failure on the part of the Contractor to acknowledge receipt will render him liable to forfeit the facility of receiving cheques by post and unless the Contractor furnishes a satisfactory explanation for his default in this respect, payment through cheques sent by post shall not be resumed, and Contractor shall be required to obtain cheques for future payments on this Contract from the office of the OC Contract Engineer after rendering proper receipt.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

34. **RECOVERY FROM CONTRACTOR:-**

(a) Whenever any claim(s) for payment of a sum of money arise(s) out of or under this Contract against the Contractor, the Contractor shall on demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the Government. If, however, he refuses or neglects to make the payment on demand, or does not agree for effecting adjustment from any amounts due to him, Govt shall be entitled to withhold an amount not exceeding the amount of the claim(s) from any sum then due or which at any time thereafter ,may become due to the Contractor, under this or any other contract with the Government or from any other sum due to the Contractor from the Government (which may be available with the Government) or, from the Contractor's Security Deposit or Security Bond amount, and retain the same by way of lien till such time, payment is made by the Contractor or till the claim(s) is/are settled or adjudicated upon, or till the Contractor, at his expense furnishes fixed Deposit receipt (s) duly endorsed as directed by the Accepting Officer, or a Guarantee Bond from a Scheduled Bank for an amount equal to the amount of the claim(s), in the form as directed by the Accepting Officer.

(b) It is an agreed condition of this Contract that the sum of money so withheld or retained, as and by way of lien under this Condition by the Government, will be kept withheld or retained, as such by the Government, till the claim(s) arising out of or under this contract is/are settled or adjudicated upon and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.

(c) For the purpose of this Condition, where the Contractor is a Partnership Firm, the Government shall be entitled to withhold in whole or in part at may be necessary, to cover the amount claimed, any sum found payable to any partner of the firm, whether in his individual capacity or otherwise.

(d) Any amount due to the Contractor under this contract may be withheld by way of lien against any amount claimed or which may at any time hereafter be claimed by the Government from the Contractor on any account whatsoever, under this or any other contract between them and retained till the claim(s) is/are settled/adjudicated upon.

(e) Government reserve the right to carry out post-payment audit and technical examination of the supplies and Final bill, including all supporting vouchers, abstracts, etc. Government further reserve the right to carry out the aforesaid examination and enforce recovery when detected, notwithstanding the fact that the amount of the Final Bill may have been included by one of the parties as an item of dispute before an Arbitrator appointed under the Arbitration clause of the Contract and notwithstanding the fact that the amount of the Final Bill figures in the Arbitrator's award.

(f) If, as a result of such audit and technical examination, any over-payment is discovered in respect of any Supplies delivered, under this contract, the contractor shall on demand make payment of a sum equal to the amount of over-payment or agree for effecting necessary adjustment from any amounts due to him by Government if however, he refuses or neglects to make payment on demand or does not agree for effecting adjustment from any amounts due to him, Government shall be entitled to take action as in sub para (a) hereinbefore, if as a result of such audit and technical examination any under-payment is discovered, the amount of under-payment shall be duly paid to the contractor by Government.

(g) Provided, that nothing hereinbefore contained shall entitle the Government to recover any over-payment in respect of any price agreed between the CWE or the OC Contract and the Contractor under the circumstances specifically prescribed for such method of assessment and that the said right of the Government to adjust over-payment from any sum due or from any sum which may become due to the Contractor or from Security Deposit or Security Bond amount and adjust underpayment, shall not extend beyond a period of two years from the date of payment of the undisputed portion of the Final bill is communicated to the Contractor.

(h) All notices under this condition shall be given by the OC Contract.

Signature of Contractor

For Accepting Officer

GENERAL CONDITIONS OF CONTRACTS FOR SUPPLY OF STORES CONTD.....

35. REFUND OF SECURITY DEPOSIT The Security Deposit mentioned in Condition 15 above may be refunded to the Contractor after the expiration of the " (Defects Liability Period)" vide Condition 20 by the OC Contract provided always that the Contractor shall first have been paid the Final bill and have rendered a No demand Certificate (I.A.F.A.451).

36. ISSUE FOR NOTICES. Subject as otherwise provided in this Contract, all notices to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the OC Contract or any officer for the time being entrusted with the functions, duties and powers of the OC Contract.

37. ARBITRATION. All disputes between the parties to the Contract, (other than those for which the decision of the CWE or any other person is by the Contract expressed to the final and binding) shall after written notice by either party to the contract to the other of them, be referred to the sole arbitration of an Engineer Officer to be appointed by the authority mentioned in the tender documents.

Unless both parties agree in writing such reference shall not take place until after the completion or alleged completion of the Supplies or termination or determination of the Contract under Condition numbers 29,30 and 30A hereof.

Provided that in the event of abandonment of the Supplies or cancellation of the Contract under Condition Nos. 26,27 or 28 hereof, such reference shall not take place until alternative arrangements have been finalised by the Government to get the Supplies completed by or through any other Contractor or Contractors or Agency or Agencies.

(Provided always that commencement or continuance of any arbitration proceedings hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the Contractor as provided in Condition 34 thereof.)

If the Arbitrator so appointed resigns his appointment or vacates his office or is unable or unwilling to act due to any reason whatsoever, the authority appointing him may appoint a new Arbitrator to act in his place.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties, asking them to submit to him their statement, of case and pleadings in defense.

(The Arbitrator may proceed with the arbitration, *ex parte*, if either party, in spite of a notice from the Arbitrator fails to take part in the proceedings.)

The Arbitrator may, from time to time with the consent of the parties, enlarge the time upto but not exceeding one year from the date of his entering on the reference, for making and publishing the award.

The Arbitrator shall give his award within a period of six months from the date of his entering on the reference or within the extended time as the case may be on all matters referred to him and shall indicate his findings, along with the sums awarded, separately on each individual item of dispute.

The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion.

The Award of the Arbitrator shall be final and binding on both parties to the Contract.

Signature of Contractor

For Accepting Officer

SPECIAL CONDITIONS

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

Wherever the phrases Commander Works Engineer (CWE) and Garrison Engineer (GE) have been used in the General Conditions of Contract (IAFW-1815 (Z)) the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in Border Roads Organization.

1. **GENERAL:** The following special conditions shall be read in conjunction with General Conditions **(IAFW-1815(Z))** and whereas variation exists the special conditions shall take precedence over the aforesaid General Conditions.

1.1 The special conditions given in succeeding paragraphs shall be read in conjunction with Schedule 'A', technical specifications and General Conditions of Contract IAFW-1815 (Z). In case of any discrepancies in the various provisions of the contract, the following order of precedence shall be observed:-

- a) Description given in Schedule 'A'
- b) Particular/Technical Specifications
- c) Ministry of Road Transport & Highways (MORT&H) specifications for road and bridge works published by Indian Roads Congress New Delhi (5th revision).
- d) Drawings and sketches
- e) Special Conditions
- f) General Conditions of Contracts.

2. **SECURITY:**

(a) **Admission to Site:** The Contractor shall take all reasonable steps to ensure that no undesirable person shall be admitted to site of work. The Engineer-in-Charge shall have powers to exclude from the work site any person whose admission thereto may, in his opinion undesirable for any reasons whatsoever.

(b) **Passes etc:** The Contractor shall take all reasonable steps to ensure that no undesirable person shall be admitted to site of work. The Engineer-in-Charge shall have powers to exclude from the work site any person whose admission thereto may, in his opinion undesirable for any reasons whatsoever.

(c) The Contractor shall submit details of daily deployment of labours, vehicles and equipment to Engineer-In-Charge/OC Contract.

(d) The contractor and his agents, servants and work people shall observe the rules promulgated by the authority controlling the area in which the work under the contract are such as prohibition of smoking and lighting fire precautions, search of persons at time of entry and exit keeping specific route, restricted hours of work etc. Thorough search of all persons and transport may be concluded by Military/GREF authorities or by any other authorities as approved/ authorized by the OC Contract at the site of work of stores at any time and for number of times for security reasons. No claim whatsoever shall be entertained from the contractor for such contingency.

3. **VISIT TO SITE:**

(i) The contractor is required to visit the site of work and make himself thoroughly acquainted with the working conditions, accessibility to site and all other relevant matters affecting the execution and completion of work under this Contract. No extra charges consequent to misunderstanding or otherwise will be allowed.

(ii) The contractor shall be deemed to have fully conversant with the local conditions prevailing in State(s) where contract is operative i.e. restrictions of plying of the vehicles imposed by the Security Forces and/or local administrative and/or law enforcing agencies, also the liabilities for the security checks etc. The department will not be responsible for eventualities due to security checks etc. The department will not be responsible for 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 Contractor)

For Accepting Officer

4. After receipt of intimation of acceptance of contract, contractor shall submit samples of materials within **seven days**, to the OC Contract for his approval. The supplies shall be conforming to the approved samples kept with the OC Contract.

5. **INSPECTION (REFER CLAUSE 20 OF CONDITION OF CONTRACT IAFW-1815(Z))**

Inspection of work at different stages will be carried out by Engineer-in-charge. OC Contract or any official of the Department connected with this work. The contractor shall provide all facilities for such inspection and examination of any part of the work or supply and no special claim on this account shall be admissible and/or accepted by the department.

6. **STACKING:**

(a) The material shall be stacked on an even ground or platform prepared in advance for this purpose by the contractor at his own cost and in a manner that permits for correct and ready measurements. Materials shall not be stacked at locations liable to undulations. However, stacking should be done as per the instruction of OC Contract/Engineer-in-Charge.

(b) The dimensions of the stacks shall be approved by the OC Contract/Engineer-in-Charge. When the materials are improperly stacked, the Engineer-in-Charge shall have the right to order complete re-stacking of the materials as per the laid down specifications, at the cost of the contractor.

7. **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 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.

(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.

(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.

7.1 (a) In case of description Materials supplied to the site shall be paid for in Cum against BOQ items. The actual volume of the aggregates to be paid for shall be computed after deducting the specified percentage for voids as given below:

S. No.	Size of aggregates	Percentage reduction in volume computed by stack measurements to arrive at the volume to be paid for
(i)	Stone aggregate 45 mm nominal size	10.00
(ii)	Stone aggregate 22.40 mm nominal size	5.00
(iii)	Stone aggregate 11.20 mm nominal size	5.00
(iv)	Sand	5.00

Signature of Contractor

For Accepting Officer

(b) Materials supplied at site shall be paid for in Cum.

8. **SALE TAX/OTHER TAXES** :- If any Sales tax, Excise tax, Chungi/Octroi, Toll tax, **GST** etc, are levied by State Govt, during the currency of the contract, these taxes will be paid and borne solely by the contractor. Contractor should enquire all types of taxes for State Govt before quoting rates.

9. **TAXES ETC.** The tendered amount shall inter-alia be deemed to be inclusive of all taxes, viz Work Contract Tax, Terminal Taxes, Toll taxes, Royalty, Octroi, Sale Tax/VAT, Service Tax, **GST**, Sikkim eco tax or any other taxes and the like levies payable under the respective existing States etc. No claim on account of any taxes will be payable to contractor whatsoever except as provided in sub para 10 (b) here-in-after.

10. **REIMBURSEMENT/REFUND ON VARIATION IN: TAXES DIRECTLY RELATED TO CONTRACT VALUE**

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including **GST**, sales Tax/VAT on materials, **GST**, Sales Tax/VAT on Works Contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax etc), duties, Royalties, Octroi & other levies payable under the respective states. No re-imbusement/refund for variation in rates of taxes, duties, royalties, Octroi & other levies, and/or imposition/abolition of any new/existing taxes, duties, Royalties, Octroi & Other levies shall be made except as provided in sub para (b) here-in-below :

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

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

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

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

Signature of Contractor

For Accepting Officer

BULKAGE OF SAND

In case coarse sand is wet condition percentage of bulkage shall be deducted. The coarse sand to be supplied under above work shall be completely dry coarse sand should not possess moisture. However it is not possible for the contractor to supply completely dry coarse sand, damp coarse sand shall be accepted with the percentage reduction in measured stacks of coarse sand in accordance with the percentage/formula indicated below. The volume of the saturated coarse sand completely in water as the same as that of dry coarse sand, fill a straight-sided container to above two third full with the damp coarse sand to be tested. Drop it loosely so that it is not pressed. Level the top of coarse sand. Push a steel rule down through to the bottom. Measure the height of coarse sand (say "a" feet) empty the coarse sand in the process. Fill the container first with water and put the coarse sand back about half the coarse sand rod it thoroughly remove any air then add the balance coarse sand and rod again in the same level of the top and push steel rule through the saturated coarse sand measure the height say 'b' ft.

- | | | | | |
|-----|---|---|--------------------------------|----|
| (a) | Height of damp coarse sand | - | a | ft |
| (b) | Height of saturated coarse sand | - | b | ft |
| (c) | Increase in height of damp coarse sand as Compared to saturated dry coarse sand | - | a-b | ft |
| (d) | Percentage bulking of damp coarse sand | - | $\frac{(a-b)}{a} \times 100\%$ | |

12. The contractor or his authorized representative will endorse under his signature at the end of the series of measurements taken on a particular day the words 'MEASUREMENT ACCEPTED'. In case the contractor or his representative fails to attend for taking measurements at time and place fixed by the Engineer-In-Charge in writing, the authorized representative of Department shall take measurements himself, **which shall be final and binding on the contractor.**

13. **ACCEPTANCE OF MATERIAL:**

- a) After receipt of intimation of acceptance of contract, the contractor shall submit samples of materials along with test certificate from Govt approved Laboratory to the OC Contract for approval, before commencement of actual supplies. The supplies thereafter, shall confirm to the approved samples kept with the OC Contract/Engineer-in-charge and at frequencies of tests given in Particular Specifications.
- b) Cost of testing by the Dept. if any, will be borne by the contractor if the sample/test certificates produced by the contractor, prove to be defective. Cost of testing from the Department field labs/Govt labs will be borne by the contractor, who has not produced samples along with satisfactory proof to the OC Contract, before commencement of work.
- c) Initial test of materials shall be done in Govt approved labs.
- d) Whenever, there is any change in source of materials, then contractor shall submit the test results from Govt approved lab to OC Contract.
- e) During currency of contract, tests as per laid down frequency may be done by contractor himself in his own lab, if contractor has such facilities. However, all such tests shall be carried out in presence of Engineer In Charge, who shall also certify the test result. OC Contract/CWE may also be present during some of such tests.
- f) The Engineer-In-Charge shall exercise control over the quality of materials and work done by carrying out tests for the specified properties as per frequencies given in particular specifications. The Engineer-In-Charge shall have the right to modify their according to the need at no extra cost to the department.
- g) Materials not conforming to the specifications/requirement given in the particular specifications shall not be brought to the work site. If the material brought to site is found substandard after testing the same shall be removed by the contractor from site as directed by Engineer-In-Charge at contractor own expense. Otherwise Engineer-In-Charge has reserve the right for removing such rejected materials at the risk and cost of the contractor after issuing notice in writing to the Contractor.

14. **TIME AND PROGRESS CHART:**

(i) The time and progress chart to be prepared as per General Condition of contract shall consist of detailed net work analysis and a time schedule and submitted by the contractor to OC Contract in quadruplicate within one week from the date of handing over the site.

(ii) During the currency of work, the contractor is expected to adhere to the time schedule and the adherence will be part of the contractor's performance under the contract. During the execution of the work, the contractor is expected to participate in the review and updating the network under taken by OC Contract. These reviews may be under taken at the discretion of the OC Contract either as periodical appraisal measure or when the quantum o work ordered on the contractor is substantially changed through deviation orders or amendments. Any revision of the schedule as a result of the review will be submitted by the contractor to the OC Contract within a week who will approve it after due scrutiny. The contractor will adhere to the revised schedule thereafter.

(iii) The contractor is expected to mobilize and employ sufficient resources to achieve the detailed time schedule within the broad frame work of the accepted methods of working and safely.

(iv) No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the department.

15. **SECURITY AND PASSES:-**

(a) The contractor shall strictly adhere to all instructions given by the Engineer-in-Charge from time to time with regard to the security arrangements and issue of passes of control and admission of the contractor, his agents, and servants to the site of work.

(b) The contractor and his agents, servants and all his persons related to work shall observe the rules formulated by the authority controlling the area in which the supplies under the contracts are to be delivered. Prohibition of smoking, fire precautions, search of person and vehicle, at time of entry and exit, may be conducted by Military/GREF authorities at the site of delivery of Stores at any time and for any number of times for Security reasons. No extra claim whatsoever shall be entertained from the contractor for such contingencies.

(c) The Contractor shall employ only Indian Nationals as representatives, agents, servants and workmen and verify their antecedents and loyalty before employing them on works. He shall ensure that persons of doubtful antecedents and Nationality are not employed or entrusted with the works. During currency of the contract, if anybody is suspected to have any connection with anti-national elements/activities, he will immediately be removed and contractor shall have no claim whatsoever on this account.

16. **MINIMUM FARE WAGES PAYABLE TO LABOURERS**

a. The contractor shall pay wages not less than the fair wage fixed from time to time by the State Govt. or minimum wages fixed under the Minimum Wages Act by Central Govt. whichever is higher. He shall have no claim whatsoever, if on account of any local regulations or otherwise he is required to pay wages in excess of the wages so fixed.

b. The contractor shall observe the Laws/Rules/Regulations of Govt. regarding the employment of labour, mode of payment of wages and cognate matters related to local conditions.

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

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

Signature of Contractor

For Accepting Officer

17. **RATES:-**

(a) Rates in schedule `A` shall not be subject to any adjustment whatsoever due to fluctuations/variations in the local market rates and rate of dearness allowances etc for labour, material, fuel etc during the contract period.

(b) Rates quoted by the contractor/tenderer shall be deemed to be inclusive of all such contingencies during execution of contract till completion of contract.

18. **Miscellaneous points and delivery schedule of work:-**

(a) A work diary shall be maintained and signed by engineer in charge and rep of contractor daily. No work order shall be placed till contractor inform name, address, contract number and two photographs of his rep to OC Contract.

(b) Sample material shall be provided in 20 Kg sealed jar and kept in sample room with engineer in charge / OC Contract.

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

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

(e) Materials shall be delivered to keep the departmental works ongoing smoothly. Delivery schedule shall be as under:-

Period at the end of	Minimum supply Qty (cumulative as per clause 18 (d) above)	Penalty in case of failure in percentage of full contract value (limited to maximum 10 percent)
14 days	16 % each materials	½ percent
28 days	36 % each materials	Additional ½ percent
42 days	60 % each materials	Additional ½ percent
56 days	100 % each materials	Additional ½ percent
70 days	35 % each materials	Additional ½ percent
84 days	68 % each materials	Additional ½ percent
90 days	100 % each materials	Additional ½ percent

(f) Acceptance of delivery of material at site in no way be considered acceptance of material unless it is tested for its grading, water abortion, aggregate impact value or abrasion value by engineer in charge. It will be pure discretion of engineer in charge to get the test done in departmental laboratory or in 3rd party independent laboratory. If material found substandard excuse that it has been tested in 3rd party independent laboratory shall not be tenable. Similarly contractor will not have any say where engineer in charge decides to test the material.

(g) Delivered material shall be stacked and measured on weekly basis in presence of rep of contractor, recorded in work diaries, signed by engineer in charge as well as rep of contractor and informed to Task force by Signal. If rep of contractor does not report measurement will be taken in absentee. MB entries shall be made for material that has passed the quality test in next week. Engineer in charge / Junior Engineer shall have absolute authority to make measurement. No BOO etc shall be detailed under any circumstances. Yes, if need arise, after initiating disciplinary action against engineer in charge / Junior Engineer can be changed.

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

Signature of Contractor

For Accepting Officer

(j) Engineer in charge / Junior Engineer shall ensure dumping place is provided to contractor at least 3 days in advance and endorsement to this effect shall be made in work diaries.

(k) SITUATION MAY ARISE TO MODIFY DUMPING SCHEDULE. IT SHALL BE DONE UNDER JOINT SIGNATURE OF COMMANDER AND OC CONTRACT.

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

19. **EMPLOYMENT OF LOCAL LABOUR REFER CLAUSE 18 OF CONDITIONS OF CONTRACT IAFW-1815(R) and IAFW-1815 (Z):-** The contractor shall as far as possible employ local labour under this contract. All facilities as per provision in labour act will be provided to the labourers by the contractor.

20. **AMENDMENTS:-** Amendments, if necessary will be carried out by an officer competent to accept a contract, provided that the contract as amended is within his power as per Para 440 of Regulations for the Military Engineer Services.

21. **ROYALTIES:**

(a) Reference condition 11 of General Conditions of Contracts (IAFW 1815 (Z)). No quarries on charge of department are available. The contractor shall make his own arrangements for obtaining/quarrying sand/stone & obtaining other materials required for the work. Payment of royalties of such materials is to be borne by the contractor, and his quoted rates shall be deemed to include for the same.

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

22. **REGISTRATION WITH EPFO AND ESIC.** The contractor shall have registration with EPFO & 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 the employer paid by the contractor shall be reimbursed by the Commander Contract to the contractor on actual basis.

23. **Disputes:** All cases of disputes under this contract shall be dealt under Arbitration and Conciliation Act 1996. The arbitration award published by the Arbitrator shall be filed in the appropriate court at Sikkim and Gangtok Court shall be deemed to have jurisdiction on all matter executed/ to be executed under this contract. The arbitrator shall give reasons for the award in each and every case in respect of the value of claims or counter claims.

24 **Legal Jurisdiction:** Legal jurisdiction for this contract agreement shall be "**Hon'ble High Court Gangtok, Sikkim**".

Signature of Contractor

For Accepting Officer

25. **PAYMENT OF RAR/FINAL BILL THROUGH E-PAYMENT**

25.1. Payment of RAR bill will be made only through ECS/NEFT mechanism. Contractors while signing the Work Orders must opt for the same and NEFT/RTGS mandate form duly signed by the bank authority can be submitted to the OC Contract with copy to Commander Contract and Accepting Officer. Payment of bills will be credited to the bank accounts directly by the Task Force through E-transfer thereafter as per attached proforma may be given:-

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

Dated

Signature of the Contractor (seal)

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

Signature of the Bank Officer

Signature of Contractor

For Accepting Officer

PARTICULAR SPECIFICATIONS

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

1. All materials are to be used, all methods adopted and all works performed shall be strictly in accordance with the requirements of the specifications mentioned herein. However, in case of any situation wherein any omission, the standard specification for roads and bridges as per MORT&H publication (5th revision) shall be followed. In case of any doubt whatsoever, the decision of Accepting officer shall be final and binding.

A CSB WORKS

1. STONE AGGREGATE OF NOMINALSIZE 45 MM

(a) General: - Stone aggregates shall be Crushed and clean, hard, tough, strong, dense, non-porous, durable and of uniform quality throughout. It shall be free from excess flaky & elongated particles, soft and disintegrated particles, dirt, salt, alkali, vegetable matter and other deleterious material and adherent coating. It should have at least two fractured faces. It should conform to the following specifications and tests. However, in case of any situation wherein any omission, the standard specification for roads and bridges as per MORT&H (5th revision) publication shall be followed.

SIZE

(b) The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 500-49 of standard specification for roads and bridges as per MORT&H (5th revision).

TABLE 500-49

Ser No	Nominal size of aggregate	Designation of sieve through which the aggregate shall wholly pass	Designation of sieve on which the aggregate shall be wholly retained
i)	45 mm	53 mm	26.50 mm

Physical Requirement for coarse aggregates: Table 400-15 of MORT&H (5th revision) specifications for road and bridge works (5th revision)

(c) Cleanliness: - Grain size analysis shall not exceed 05 percent passing 0.075 mm sieve when tested in accordance with the procedure laid in IS- 2386 (Part-1).

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 30 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

(e) Los Angeles Abrasion value:- Los Angeles Abrasion value shall not exceed 40 percent when tested in accordance with the procedure laid in IS- 2386 (Part-IV).

(f) Combined Flakiness and Elongation Indices (Total) (FI + EI):- The maximum value for combined flakiness index and elongation index (total) for coarse aggregate shall not exceed 35% when tested in accordance with the procedure laid in IS-2386 (Part-1).

(g) Water absorption:- It should not be more than 2% when tested in accordance with the procedure laid in IS-2386 (Part-3).

(Signature of Contractor)

For Accepting Officer

(h) Quality control:- Quality control tests on materials supplied against this contract shall be carried out through various tests at the cost of contractor to the frequency stipulated as under: -

S.No	Test	Test Method	Frequency
(i)	Aggregates Impact Value	IS : 2386 (Part-IV)	One test for every consignment of 1000 Cum
(ii)	Gradation	IS : 2386 (Part-I)	One test for every consignment of 200 Cum
(iii)	Flakiness and Elongation Indices (combined)	IS : 2386 (Part-I)	One test for every consignment of 500 Cum
(iv)	Water absorption	IS : 2386 (Part-II)	Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates.

2. STONE AGGREGATE OF NOMINAL SIZE 22.40 MM

(a) **General**: - Stone aggregates shall be Crushed and clean, hard, tough, strong, dense, non-porous, durable and of uniform quality throughout. It shall be free from excess flaky & elongated particles, soft and disintegrated particles, dirt, salt, alkali, vegetable matter and other deleterious material and adherent coating. It should have at least two fractured faces. It should conform to the following specifications and tests. However, in case of any situation wherein any omission, the standard specification for roads and bridges as per MORT&H (5th revision) publication shall be followed.

SIZE

(b) The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 500-49 of standard specification for roads and bridges as per MORT&H (5th revision).

TABLE 500-49

Ser No	Nominal size of aggregate	Designation of sieve through which the aggregate shall wholly pass	Designation of sieve on which the aggregate shall be wholly retained
i)	22.4 mm	26.5 mm	13.2 mm

Physical Requirement for coarse aggregates: Table 400-15 of MORT&H specifications for road and bridge works (5th revision)

(c) **Cleanliness**: - Grain size analysis shall not exceed 05 percent passing 0.075 mm sieve when tested in accordance with the procedure laid in IS- 2386 (Part-1).

(d) **Aggregate Impact Value**:- The aggregate impact value shall not exceed 30 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

Los Angeles Abrasion Value:- The Los Angeles Abrasion value shall not exceed 40 percent when tested in accordance with the procedure laid in IS-2386 (Part-IV).

(e) **Combined Flakiness and Elongation Indices (Total) (FI + EI)**:- The maximum value for combined flakiness index and elongation index (total) for coarse aggregate shall not exceed 35% when tested in accordance with the procedure laid in IS-2386 (Part-1).

(f) **Water absorption**:- It should not be more than 2% when tested in accordance with the procedure laid in IS-2386 (Part-3).

(Signature of Contractor)

For Accepting Officer

(g) Quality control:- Quality control tests on materials supplied against this contract shall be carried out through various tests at the cost of contractor to the frequency stipulated as under: -

S.No	Test	Test Method	Frequency
(i)	Aggregates Impact Value or Los Angeles Abrasion Value	IS : 2386 (Part-IV)	One test for every consignment of 1000 Cum
(ii)	Gradation	IS : 2386 (Part-I)	One test for every consignment of 200 Cum
(iii)	Flakiness and Elongation Indices (combined)	IS : 2386 (Part-I)	One test for every consignment of 500 Cum
(iv)	Water absorption	IS : 2386 (Part-II)	Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates.

3. **STONE AGGREGATE OF NOMINAL SIZE 11.20 MM**

(a) GENERAL: - Stone chips shall be of crushed stone/crushed gravel or a combination of both and shall consist of clean, hard, strong, durable, uncoated dry particles. It shall be free from dust, lumps, soft or flaky/elongated material, mica, organic matter and other deleterious substances. It should conform to the following specifications and tests. However, in case of any situation wherein any omission, the standard specification for roads and bridges as per MORT&H (5th revision) publication shall be followed.

SIZE

b) The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 500-49 of standard specification for roads and bridges as per MORT&H (5th revision).

TABLE 500-49

Ser No	Nominal size of aggregate	Designation of sieve through which the aggregate shall wholly pass	Designation of sieve on which the aggregate shall be wholly retained
iii)	11.2 mm	13.2 mm	6.7 mm

Physical Requirement for coarse aggregates: Table 400-15 of MORT&H specifications for road and bridge works (5th revision)

(c) Cleanliness: - Grain size analysis shall not exceed 05 percent passing 0.075 mm sieve when tested in accordance with the procedure laid in IS- 2386 (Part-1).

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 30 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

Los Angeles Abrasion Value:- The Los Angeles Abrasion value shall not exceed 40 percent when tested in accordance with the procedure laid in IS-2386 (Part-IV).

(e) Combined Flakiness and Elongation Indices (Total) (FI + EI):- The maximum value for combined flakiness index and elongation index (total) for coarse aggregate shall not exceed 35% when tested in accordance with the procedure laid in IS-2386 (Part-1).

(f) Water absorption:- It should not be more than 2% when tested in accordance with the procedure laid in IS-2386 (Part-3).

(g) Quality control:- Quality control tests on materials supplied against this contract shall be carried out through various tests at the cost of contractor to the frequency as follows: -

(Signature of Contractor)

For Accepting Officer

S.No	Test	Test Method	Frequency
(i)	Aggregates Impact Value or Los Angeles Abrasion Value	IS : 2386 (Part-IV)	One test for every consignment of 1000 Cum
(ii)	Gradation	IS : 2386 (Part-I)	One test for every consignment of 200 Cum
(iii)	Flakiness and Elongation Indices (combined)	IS : 2386 (Part-I)	One test for every consignment of 500 Cum
(iv)	Water absorption	IS : 2386 (Part-II)	Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates.

4. **COARSE SAND (DRY)**

(a) **GENERAL:** Coarse Sand shall be natural/river sand and shall consist of clean, hard, strong, durable, uncoated dry particles. It shall be free from dust, lumps, soft or flaky/elongated material, mica, organic matter and other deleterious substances. Coarse sand shall not have positive alkali- silica reaction. Coarse sand shall conform to IS – 383-1970 and the following specifications and tests.

SIZE

(b) The Coarse Sand shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in standard specification for roads and bridges as per MORT&H (5th revision).

Ser No	Nominal size of aggregate	Designation of sieve through which the sand shall wholly pass	Designation of sieve on which the aggregate shall be wholly retained
i)	2.36 mm & below	4.75 mm	0.075 mm

(c) **Fineness Modulus:** - It should be between 2 and 3.5 when tested in accordance with IS-2386 (part I to VIII).

(d) **Quality control:** - Quality control tests on materials supplied against this contract shall be carried out through various tests at the cost of contractor to the frequency stipulated as under: -

S.No	Item/Test	Test method	Frequency
(i)	Grading	IS-2386(Part-I toVIII)	One test for every consignment of 400 Cum
(ii)	Fineness Modulus	-do-	-do-

(Signature of Contractor)

For Accepting Officer

Appendix 'A'

(Ref para-5.2.5 (iv) (h) of forwarding letter)

UNDERTAKING BY AUTHORISED SIGNATORY

I, the undersigned do hereby undertake that my/our firm M/s _____ agree to abide by Terms and conditions of **TENDER NO. CE (P) SWTK/ 19 /2017-18** of **SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14** from page No. **01 to 58** along with all amendments to tender documents issued before opening of bids and as advertised on the CPPP site <https://eprocure.gov.in/eprocure/app> and it shall be binding on us.

(To be signed by Contractor)

Name of Contractor

Name of Firm along with seal of firm

Date

Signature of Contractor

For Accepting officer

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

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

Part - II (FINANCIAL BID)

The following shall form part of this contract agreement: -

Document annexed hereto

S/No	Particulars	Page No
1.	Contents	52
2.	BOQ (Schedule 'A') Notes	53-54
3.	BOQ (Schedule 'A')	55
4.	Schedule 'B', 'C' & 'D'.	56
5.	Tender, Acceptance	57 - 58
Total		07 Nos (Pages)

Signature of Contractor

For Accepting officer

BOQ (SCHEDULE - 'A') NOTES
(LIST OF WORKS AND PRICES)

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

1. The rates shall be filled in figures only in the provided column in BOQ (schedule 'A') uploaded in Excel sheet.
2. The rates to be quoted by the tenderer in this BOQ (Schedule 'A') shall be deemed to include for the provision of all labour and materials, loading and unloading 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.
3. The rates quoted by the contractor shall be deemed to be inclusive of all types of taxes (including Sale Tax/VAT on materials, Sales Tax/Vat on works contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax etc.), duties, Royalties, Octroi, State Entry Tax, GST and other levies payable under the respective statutes. No reimbursement/refund or variation in rates of taxes, duties, royalties, octroi, State Entry tax & other levies, and or imposition/abolition of any new/existing taxes, duties, royalties, octroi, State entry Tax, GST and other levies shall be made except as provided in Special Conditions.
4. The rates to be quoted by the tenderer in respect of these works shall be deemed to include for all minor details of construction which are obviously and fairly intended and which may not have been specifically mentioned in the tender documents but which are essential for satisfactory execution and completion of work. In case of difference of opinion between the OC Contract and the Contractor as to what constitutes a minor detail of construction, the decision of Accepting Officer shall be final and binding.
5. The rates to be quoted by the tenderer shall be deemed to include for all items of work as described, specified in particular specifications and on drawing.
6. **No price escalation shall be made for any item of work during the currency of the contract or for extended date of completion if granted under condition 5 and 7 of General Condition of contract- IAFW-1815 (Z).** The rates quoted shall be final and valid upto the physical/financial completion of work and no variation in prices on account of material, labour or fuels required for completion of work shall be admissible/permisible during the currency/execution of the contract.
7. Blank
8. The total period of completion for the work will be of **90 Days as per delivery schedule given in the para 18 (e) of Special Conditions of Contract and from the date of commencement of work which will be mentioned in Work Order No. 1**
9. The tender shall remain open for acceptance for **120 days** from the date of opening of price bid (excluding date of opening).
10. The materials shall be conforming to particular specifications indicated in the tender documents.
11. 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.

Signature of Contractor

For Accepting officer

12. Work shall be executed as directed by the OC Contract/Engineer-In-charge.
13. Measurements of work done shall be as per units of items given in BOQ (Schedule 'A') and this mode of measurement shall take as per Para 7 of Special conditions.
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 tender will be considered for acceptance as a whole.**

(Signature of Contractor)

For Accepting Officer

SCHEDULE – 'B'

ISSUE OF STORES ETC TO THE CONTRACTOR

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

Srl No.	Particulars	Rate at which Material 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

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

Srl No	Quantity/Particulars	Details of crew supplied	Hire charges per unit per working day	Stand by charges per unit per off day	Place of issue by name	Remarks
1	2	3	4	5	6	7
-NIL-						

SCHEDULE – 'D'

TRANSPORT TO BE HIRED TO THE CONTRACTOR

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

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

Signature of Contractor

For Accepting officer

TENDER

1. The President of India.
2. Having examined and perused the following documents forming part of tender documents: -
 - (a) Particulars specifications including Ministry of Road Transport & Highways (MoRT&H) specifications for Road and Bridge works published by Indian Road Congress, New Delhi (5th revision).
 - (b) Schedule 'A', 'B', 'C' and 'D' attached hereto
 - (c) Special Conditions of the Contract
 - (d) General conditions of contract, IAFW-1815(Z)

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

3. That a sum of **Rs 4,35,000/- (Rupees Four Lac Thirty Five thousand only)** forwarded as earnest money shall be retained as a part of security deposit or shall be refunded on receipt of the appropriate amount as security deposit within the time specified in IAFW-1815(R) and IAFW-1815 (Z) (Revised 1953) General conditions of contract.
4. To supply to the extent to which my/our tender may herein be accepted upon the terms and conditions contained or referred to in the said documents and the price or prices quoted by me/us in schedule 'A' hereto, such of the provisions of the items in Sch 'A' as may be required and demanded to me/us during the period of **90 days as per delivery schedule given in para 18 (e) of Special Conditions Of Contract from the date of commencement of work which will be mentioned in Work Order No. 1** and in respect of these on my/our tender may herein be accepted. I/we further agree that, any condition of sale or contractors general reservations, which may be printed or written on any correspondence, delivery notes, invoice etc submitted by me/us in connection with this contract shall not be applicable hereto and to refer all disputes, as required by conditions 37 of the sole arbitrator or an Engineer Officer to be appointed by **the Director General Border Roads, New Delhi or in his absence, the officer officiating as Director General Border Roads**, whose decision shall be final and binding.
5. Any supplies being manufactured under the provision of the contract will be inspected during the currency of execution and on final completion by Engineer-In-Charge/OC contract/Task Force Commander/ Accepting Office.

Signature in the capacity of _____ day authorized to
sign the tender for and on behalf of Name _____

(In capital letters)

(Signature of the Contractor)

Dated :

Witness: - 1

Name & Postal address

Witness: - 2

For Accepting Officer

ACCEPTANCE

Name of Work : SUPPLY AND STACKING OF STONE AGGREGATES OF VARIOUS SIZES AND COARSE SAND FOR CSB WORKS BETWEEN KM 8.00 TO KM 13.84 ON BHEEM BASE-DOKALA ROAD UNDER 764 BRTF IN PROJECT SWASTIK IN THE STATE OF SIKKIM : JOB NO. 303-A/14

1. _____ alterations have been made in these documents and as evidence that these alterations were made before the execution of this contract agreement they have been initialed by the contractor and Shri _____ SW / Dir (Contracts) of HQ CE (P) Swastik.

2. The said officer is hereby authorized to sign and initial on my behalf the documents forming part of this contract.

3. The above tender of M/s _____ is accepted by me on behalf of the President of India, in respect of Bill of Quantities (BOQ) at Srl Page No. **55** at the prices quoted in (online) for Rs _____ **(Rupees _____ only)**

Signature _____
(GS Kambo)
Brig
Chief Engineer
Project Swastik
Dated: _____
(For and on behalf of
the President of India)

Signature of the Contractor

For Accepting Officer