

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

Name of Work: HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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(Signature of Contractor)

For Accepting Officer

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Registered/AD
Headquarters
Chief Engineer
Project Swastik
PIN-931717
C/O 99 APO
09 Oct 2017

80403/ 03 /E8

M/s _____

PART-I TECHNICAL BID

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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 03 Nov 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. 73 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 undertaking by tenderer given at Serial Page **No. 73** of tender.

Signature of Contractor

For Accepting Officer

(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) Undertaking for General Conditions of Contracts IAFW 2249.
- (iv) Special Conditions of Contract.
- (v) Particular/Technical Specifications including Drawings, if any.
- (vi) 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 "E"** is the eligible class and shall be considered qualified for opening of 'Q' Bid subject to following (these tenderer are required to submit following documents for qualification for opening of financial bid otherwise they are liable for rejection of their tender).

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

S/No	ELIGIBILTY 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	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> Note: Documents exempted for tenderers enlisted with BRO in eligible class* & above
	(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	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:- (a) That the immovable property is free from mortgages, hypothecation or any other dispute and encumbrances and clearly belongs to the contractor

(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 in 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 or bituminous (surfacing / resurfacing) works costing not less than 40% of estimated cost of work i.e. Rs 3.56 lac.</p> <p style="text-align: center;">Or</p> <p>Two similar works or bituminous (surfacing / resurfacing) works costing not less than 50% of estimated cost of work i.e. Rs 4.45 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> <p>(k) Cost of balance work</p>

S/No	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED												
	<p>One similar works or bituminous (surfacing / resurfacing) works costing not less than 80% of estimated cost of work i.e. Rs 7.02 lac in "last seven & current" financial years.</p> <p>These similar works should have successfully completed or substantially completed** at altitude 1000 m & above, if work is required to be executed at altitude 2100m & above.</p>	<p>(k) Remarks explaining reasons of delay if any. Note: Works proving eligibility criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.</p>												
<p>A.3</p>	<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="295 779 922 981"> <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 IIInd year</td> <td>1.20</td> </tr> <tr> <td>Last IIIIrd 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 IIInd year	1.20	Last IIIIrd 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. 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													
Last IIInd year	1.20													
Last IIIIrd year	1.30													
Last IVth year	1.40													
Last Vth year	1.50													
<p>A.4</p>	<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>Minimum requirement of Plant /Eqpt:-</p> <p>(a) HMP 20/30 MT Cap including Genset of required capacity to run HMP = 01 No</p>	<p>Vehicles, Equipment and Plants (a) Tenderer shall indicate source of requisite Equipments, Plants and Vehicles in good working condition required for execution of work in following format:- (i) Item (ii) Year of manufacture (iii) Source from where to be arranged (owned/leased etc) (iv) Location presently deployed. (v) Based on known commitments, whether will be available for use in the proposed contract. (b) Copy of documentary support of ownership/assured access to the satisfaction of the Accepting Officer.</p>												
<p>A.5</p>	<p>Performance and other requirements: (a) There should not be poor/slow progress in running works due to defaults of the tenderer. (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	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED
	<p>(c) There should not be any cancelled/abandoned contracts in which Govt unrealized recoveries exist. (d) Tenderer should have not been blacklisted by any Govt Deptt. (e) There should not be any Govt dues outstanding against the tenderer. (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected. (g) Proprietor/partners/directors of firm are not involved in 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>(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 any Govt dues outstanding against the firm (If yes he will submit details and reasons) (f) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor proceedings are pending in court for such activities (If yes he will submit details) (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>
	<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 b) Cause of dispute c) Amount involved d) Brief of court judgment/ arbitration award (if published) otherwise present progress</p>	
B	<p>Note for (A):- (i) *Eligible class shall be:- class E for works with estimated cost up to Rs 0.025 crore (as per NIT), class D for works with estimated cost between Rs 0.025 crore to Rs 0.50 crore (as per NIT), class C for works with estimated cost between Rs 0.50 crore to Rs 1.00 crore (as per NIT), class B for works with estimated cost between Rs 1.00 crore to Rs 3.00 crore (as per NIT), class A for works with estimated cost between Rs 3.00 crore to Rs 7.50 crore (as per NIT), class S for works with estimated cost between Rs 7.50 crore to Rs 15.00 crore (as per NIT) and class SS for works with estimated cost between Rs 15 crore to Rs 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>(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>	

(Signature of Contractor)

For Accepting Officer

	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
	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	
	(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.	
B	OTHER ELIGIBILITY CRITERIA	
	(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.	
	(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.	
C	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:-	
	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

(Signature of Contractor)

For Accepting Officer

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 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

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 73

(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 Sl (vi) to (viii) above **are exempted for tenderers enlisted with BRO in eligible class* & above for works with estimated cost up to Rs 8.90 lac as given in NIT.**

(ii) Documents as listed at Sl (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 I 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 this day. 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 undertaking is to be signed and attached by tenderer as per format given at Appendix 'A' at serial **Page No. 73.**

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 17,800.00 (Rupees Seventeen Thousand Eight hundred 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 Lac 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 scheduled Bank for the said amount. The form of Bank Guarantee Bond may be seen in any office of BRO.

Signature of Contractor

For Accepting Officer

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.

Signature of Contractor

For Accepting Officer

- (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 (i.e 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 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 cppp-nic@nic.in.

Signature of Contractor

For Accepting Officer

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BIDDING)
BORDER ROADS ORGANISATION
GOVT. OF INDIA
MINISTRY OF DEFENCE
CHIEF ENGINEER PROJECT SWASTIK
NIT No. SWTK/NIT-27/2017-18

1. Online bids are invited on single stage two bid system for **HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM**

The title of above heading on CPP site <https://eprocure.gov.in/eprocure/app> is **HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP 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	:	09 Oct 2017 at 1700 hrs
Bid Document Download start Date	:	10 Oct 2017 at 1000 hrs
Clarification Start Date	:	11 Oct 2017 at 1000 hrs
Clarification End Date	:	16 Oct 2017 at 1200 hrs
Pre bid meeting	:	17 Oct 2017 from 1300 hrs to 1400 hrs
Bid Submission Start Date	:	18 Oct 2017 at 1100 hrs
Bid Submission End Date	:	02 Nov 2017 up to 1200 hrs
Opening Date of Technical Bid	:	03 Nov 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 8.90 lac (Rupees Eight Lac Ninety thousand 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- 2249 and Item rate Contract form based on IAFW-1779A with schedule 'A'** (list of works) to be priced by the tenderers.
6. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
7. The work is to be completed within **180 days** or as subsequently amended in tender documents or uploaded in BRO www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> website in accordance with the phasing, if any, indicated in the tender from the date of handing over the site, which will be generally within one month from the date of issue of acceptance letter.
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 and to be attached (Scanned copy) with tender documents for Rs Rs 17,800.00 (Rupees Seventeen thousand Eight hundred 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), C/o 99 APO 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 500/- (Rupees Five Hundred 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.
- (ii) The undertaking regarding acceptance of tender condition.

19. 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 issued the tender 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: 09 Oct 2017

80403/ 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 764 BRTF (GREF) C/O 99 APO	14	HQ CE (P) SEWAK C/O 99 APO	24	NHPC Limited Rangit Power Station Rangit Nagar, South Sikkim-737111
5.	130 RCC (GREF) C/O 99 APO	15	HQ CE (P) ARUNANK C/O 99 APO	25	AO (P) SWTK, (GREF) C/O 99 APO
6.	HQ CE (P) HIRAK C/O 56 APO	16	HQ CE (P) BEACON C/O 56 APO	26	AO 764 BRTF (GREF) C/O 99 APO
7.	HQ CE (P) VIJAYAK C/O 56 APO	17	HQ CE (P) CHETAK C/O 56 APO		
8.	HQ CE (P) SAMPARK C/O 56 APO	18	HQ CE (P) DANTAK C/O 99 APO		
9.	HQ CE (P) SETUK C/O 99 APO	19	HQ CE (P) DEEPAK C/O 56 APO		
10.	HQ CE (P) HIMANK C/O 56 APO	20	EDP cell of HQ CE (P) SWTK for uploading on bro web site & email to all Projects		

Signature of contractor

For Accepting Officer

IAFW-2249

**GENERAL CONDITIONS OF CONTRACTS FOR LUMP SUM CONTRACTS (IAFW-2159),
TERMS CONTRACTS FOR ARTIFICERS WORK (IAFW-1821) AND MEASUREMENT
CONTRACTS (IAFW-2249) ORDER OF CONDITIONS**

**Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET
WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK
(AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-
KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON
ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER
130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM**

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', 'C', 'D' and/or General summary attached to the form of tender, the DGBR Schedule, the specifications and the drawings, and all these documents, as applicable, 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, the applicable Schedule 'A', 'B', 'C', 'D' and/or General summary, these conditions, and the specifications and or Drawings as loaned to contractors for the purpose of preparing their tenders.

(c) The **"Works"** means the works described in the tender documents or in the case of Term Contracts in individual works orders and /or accompanying Drawings and specifications as may be issued from time to time to the contractor by the OC or the Engineer-in-Charge within the powers conferred upon them, including all modified extra or additional works and obligations to be carried out either on the site or at any factory or workshop or other place for subsequent incorporation as required for the performance of the contract.

(d) The **"Site"** means the lands and/or other places, on, in, into or through which works is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

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

(f) **"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.

(g) The letters **"TFC"** means "Task Force Commanders" who, in the case of measurement and Lum Sum Contracts directs the contract and the letters "CC" means "Officer Commanding" who administers and in the case of Term Contracts directs the contract.

(h) 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.

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

(j) **"M.D."** means the "Government of India (Ministry of Defence)".

(k) **"DGBR"** means the "Director General Border Roads".

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

In the case of Measurement and Term Contracts, "Specifications" means those contained in the DGBR Schedule together with any amendments etc., authorized there to by the tender documents, "Drawings" refer to those accompanying the tender documents and/or any works Orders referred to therein.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(m) Un the case of Lum sum Contracts, "**Contractor's percentage**" means the percentage entered by the Contractor in the General summary as addition to or deduction from the cost of buildings, etc. listed in schedule-'A', to provide a lumpsum quotation for performance inclusive of any elements required by him for extra costs, profit establishment charges and insurance etc.

In the case of Measurement and Term Contracts "Contractor's percentage" shall, if the context so permits, mean the uniform percentage tendered by the Contractor and accepted by the Accepting Officer, and the expression "Contract Rates" shall likewise means the rates in the DGBR Schedule as adjusted by the said contractor's percentage, if any.

(n) The "**Contract Sum**" means: -

(i) In the case of lump sum contracts (I.A.F.W-2159) the sum for which the tender is accepted.

(ii) In the case of Measurement (Percentage Rate) contracts (I.A.F.W-1779) the estimated value of the works at the rates contained in the DGBR Schedule adjusted by contractor's percentage.

(iii) In the case of item Rate Contracts for works by Measurement (I.A.F.W-1779-A) the total cost of the work arrived at after extension of the quantities Schedule-'A' by the item rates quoted by the tenderer for the various items.

(o) The "**Final Sum**", means the amount payable under the contract by Government to the contractor for the full and entire execution and completion of the works, or in the case of Term Contracts, of individual works Orders.

(p) "**Accepted Risks**" means the risks on the site accepted by the accepting officer of the contract, or the TFC in case of contracts accepted by OC or reps (otherwise than contractors employees) war invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped tornado power, damage from aircraft & acts of God such as earth quake lightning unprecedented floods & tornado.

(q) The "**date for completion**", is the date or dates for completion of the whole or any part of the works, set in or ascertained in accordance with the individual works orders or the tender documents, or any subsequent amendment thereto, as provided in the conditions 9 and 11 here in after.

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

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

(t) 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.

(u) "**Emergency work**" means any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk of accident or failure or which becomes necessary for security, or rectifications to essential services like water supply and electrification during the maintenance period of the contract.

(v) "**Prime cost**" and "Prime cost sums" and the letter "P.C." or a combination of the same means the amount actually paid by the contractor for any article, commodity or special work and include all proper charges for packing, carriage and delivery to the site, after deduction of all trade discounts, rebates and allowances and all discounts obtainable for cash in so far as such discounts exceed 2.5 percent.

(w) "**Provisional sum**" or "Provisional lump sum" means a lump sum included by the DGBR in the tender documents and represents the estimated value of work for which details are not available at the time of going to tender.

(x) "**Provisional Items**" means items for which approximate quantities have been included in the tender documents.

(y) "**Day work means**" items of labour and/or materials which, in the opinion of the Engineer-In-Charge are not capable of being evaluated by the accepted methods of measurement or assessment.

(z) **Blank**

GENERAL CONDITION (Contd/-)

SCOPE OF THE CONTRACT

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

2A. Secrecy: - The contractor shall take all steps necessary to ensure that all persons employed on any work in connection with the Contract have notice that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue so to apply even after the execution of such works under the contract.

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 or in the case of Term Contracts, the Officer empowered to issue the works orders, shall furnish to the contractor free of cost two copies of the signed Drawings and of the specifications and of the blank bills of quantities, if any, and two copies of all further drawings issued during the progress of the works. The contractor shall keep one copy of all Drawings, and of the specifications on the site and the Engineer-In-Charge or his representative shall at all reasonable times have access to them.

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

4. Works to be carried out (Applicable generally to Measurement and lump sum contracts): - The contract shall, except as provided under Schedule-'B', 'C' and/or 'D' include all labour, materials, tools, plant, equipment and transport which may be required in preparation for, and for and in the full and entire execution and completion of the works. The description given in schedule-'A', and the Bills of quantities shall unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion afore said in accordance with good practice and recognized principles.

The contractor shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

4A. Works to be carried out (Applicable only to Terms Contracts): - The contracts shall, except as provided under Schedule - 'B' and condition 10 thereof, include all labour, materials, tools, plant, equipment and transport which may be required in preparation for, and for and in the full and entire execution and completion of any new work or works reconstruction or repairs within the contract Area, which the contractor may be called upon to carryout and which can be priced under the DGBR schedule and for which the total estimate at contract rates of any single work, job or service as defined (below shall not exceed (Rs. 1,50,000/-) subject to the following reservations, viz: -

(a) Periodical services, viz-painting lime or colour washing any tint and distempering (except in connection with or arising out of the works mentioned above and, in addition any orders, placed during the period of the contract, the gross total value of which order, does not exceed Rs. 10,000/-) shall be excluded from the contract.

(b) The construction of field defenses and shelters within the contract Area on and during mobilization may be excluded from the contract.

(c) All roads, paths, parade grounds, runways, taxi tracks aprons, landing ground (except any orders for periodical painting of lines, circles or other markings of runways taxi tracks, aprons and landing grounds placed during the period of the contract, the gross value of which orders does not exceed Rs. 10,000/-) tree planting, gardening and the renewal of mud floors shall be excluded from the contract.

(d) All electrical and water supply work and steam or hot water installations, estimated to cost over (Rs. 20,000/-) shall be excluded from the contract and at the discretion of the OC any such work estimated to cost Rs. 20,000/- or under may also be excluded.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

- (e) The OC may employ on work otherwise included, within the scope of contract: -
- (i) Any number of serving soldiers, the regular civilian staff of the DGBR, store men, and transport (the property of Government on hired locally).
 - (ii) In addition a limited number of civilian work people, except in the event of the contractor's default, the number so employed shall not exceed the average specified in the tender documents. (Those employed on work reserved in sub-clauses (a) to (e) above not included)
- (f) An item of work which is part of a Major work costing over Rs. 1,50,000, shall be excluded from the contract.

The estimates referred to above shall be based on the contract rates and shall include contingencies, but exclude the surplus DGBR stores referred to in condition 10 hereof and any stores to be obtained under special contract; the OC shall be the sole judge as to what constitutes a single work, job or service, or to treat the contract area as a whole for the purpose of grouping work as may be convenient, and his decision in these matters shall be final and binding.

The contractor will be deemed to have satisfied himself as to the nature of the works likely to be ordered upon him, local facilities for the supply of labour and materials, within the contract area and of access to the site or sites, and all other matters affecting the execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

5. Prime Cost Sums: -All prime cost sums shall be reserved for the supply of materials or the execution of work by persons to be nominated by the Accepting Officer or selected in such a way as he may direct.

The full amount of the prime cost sums inserted in the tender documents and the value of the percentage addition there to Quoted by the Contractor to cover all overheads and profit will be deducted from the contract sum. The contractor shall be paid the actual prime cost (defined), plus the percentage addition quoted by him to cover all overheads and profit. He shall produce to the OC such quotations, invoices and receipted bills as may be necessary to show the actual details of the sum paid by him.

The OC shall also be at liberty to order and pay for all or any portion of such items direct and issue them to the contractor for fixing only), in which case the contractor shall not be paid anything to cover all overheads and profit in respect of such items.

He shall be paid for fixing, where applicable, in accordance with the conditions of contract, the payment for fixing shall cover unloading, getting in, unpacking and return of empties and other incidental expenses.

6. Provisional items: - The amount pertaining to provisional items need not be deducted from the contract sum. The Engineer-in Charge and contractor shall set out the works covered under provisional item and provisional lump sum based on description of items, drawings forming part of contract agreement and considering the ground conditions as encountered at site of work. The statement of variations in quantities new items or deletion of items from the contract agreement as required will be worked out for approval of E-I-C who will convey approval of such changes through site order book for the purpose of payment the variation in value of work executed under these items shall be ascertained by measurement or valuation as for deviations. The variations shall be regularized +No work under these items is to be begun without instruction in writing from the Engineer-In-Charge.

The extent of quantities of items described as "provisional", shall not be varied beyond the limit laid down in condition 7.

No addition or deduction shall be made by the contractor to the amount of the provisional lump sums as included in the tender documents.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

6A. Discrepancies and Adjustment of Errors (Applicable Generally to Measurement and Lump sum Contracts):-The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figures dimensions in preference to scale. (However the provisions of any drawing of a later date shall take precedence over that of a drawing of previous date further subject to the condition that working drawing will take precedence over a Typical Detail Drawing.)

In the case of discrepancy between schedule-'A' the Bills of Quantities, the specifications and/or the Drawings, the followings order of precedence shall be observed: -

- (a) Description of schedule-'A'/ Bills or Quantities. (Sch 'B' 'C' & 'D')
- (b) Particular Specifications.
- (c) Drawings.
- (d) General Specification.

If there are varying or conflicting provisions made in any (one document as defined here-in above 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' and Bills of quantities, 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 works comprised there in according to the Drawings and specifications or from any of his obligations under the contracts. Any error in quantity, rate or amount in schedule-A/Bills of quantities and general summary shall be adjusted in accordance with the following rules:-

A. General (applicable to all types of contracts): -

(a) In the event of a discrepancy between description in words and figures quoted by a tenderer the description in words shall prevail.

(b) (Items and their quantities for which no rates or prices have been quoted shall be deemed to have been covered by the rates and process quoted for the other items of Sch 'A' or bill of quantities.)

(c) In the event of an error occurring in the amount column of Schedule-'A', or Bills of quantities as a result of wrong extension of unit rate and quantity, the unit rate, whether inserted by DGBR prior to issue of tenders or quoted by tenderers, shall be regarded as firm and the extension shall be amended on the basis of the rate. Where provisional lump sum, provisional sum and/or 'Prime Cost sum is/are inserted by DGBR and Contractor is required to quote a percentage as well as an amount of addition/deduction there-on and there is any discrepancy between the percentage and the corresponding amount of addition/deduction, the percentage quoted by the Contractor shall be regarded as firm, the amount and totals shall be amended on the basis of the percentage'.

(d) All errors in totaling in the amount column and in carrying forward total shall be corrected.

(e) Any omissions to include in the totals, or to carry forward, the prime cost sums and the percentage thereon, or the provisional sums, shall be corrected. If no percentage on prime cost sums is quoted by the contractor, the percentage shall be considered as 'Nil'.

(f) In case of contracts, for addition/alternation works where contractors are required to quote credit for demolished materials specified to become contractor's property, in the event of omission on the part of a Contractor to indicate any credit, the tender shall be treated as one with 'Nil' credit.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(g) The total of Bills of quantities, as amended above, shall be carried over to schedule-'A'. Similarly, totals of various sections of schedule-'A' as amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of the tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the Contractor. Any rounding off totals in various sections of schedule-'A' or in General summary by the tender shall be ignored.

B. Lump sum Contracts Based On Pre-Priced Schedule-'A', The contractor shall be deemed to have calculated his own unit rates from the Drawings, Specifications and other information furnished to him and arrived at a lump sum price for each group of items as given in Schedule 'A'. The lump sum price shall be worked out by him independently of the prices or rates inserted by DGBR in the tender and irrespective of any errors or inaccuracies therein. The percentage to be inserted by the contractor, above or below the prices inserted by DGBR against a group of items, shall be derived by him from the amount tendered by him against the group of items concerned as compared to the amount inserted by DGBR against it. In the event of a discrepancy between the lump sum quoted by the contractor and the percentage derived by him the lump sum shall be treated as binding and the percentage altered to agree with the lump sum. The tendered amount shall be deemed to include for the full and entire completion of the works and the contractor shall have no claim on account of any errors in the unit rates/prices inserted by DGBR.

(C) Lump sum Contracts Based On Schedule-'A' With Supporting Bills Of Quantities. There shall be no rectification of any errors, omission or wrong estimates in the prices inserted by the contractor in the Bills of Quantities.

If there are any errors in quantities (not shown as provisional) or any omissions of items, the cumulative effect of all of which varies the Contract sum by more than the limits mentioned below, then the errors shall be rectified and the contract sum increased or decreased accordingly: -

(i)	Contract sum not exceeding Rs. 4 Lacs	5% of the contract sum.
(ii)	Contract sum exceeding Rs. 4 lacs 3% of the contract sum subject to a but not exceeding Rs. 10 lacs.	3% of the contract sum subject to a minimum of Rs. 20,000/-
(iii)	Contract sum exceeding Rs. 10 lacs, but not exceeding Rs.100.00 lac	Rs.20,000/- Plus 2% of contract sum exceeding Rs.10.00 lac subject to maximum of Rs.100000/-
(iv)	Contract sum exceeding Rs. 100.00 lac	1% of contract sum subject to a maximum of Rs. 5 .00 lac

Provided further, if the cumulative effect of all the errors in quantities (not shown as provisional) or any omissions of items, exceeds the limits stipulated here in before, rectifications of the errors and increase/decrease of the Contract sum shall be restricted only to the extent beyond the said limits. The contract sum so altered shall, for all purposes of this contract, be substituted for the sum originally accepted as if the contract had been accepted at the altered price instead of the original price and such alternation shall not be considered as a deviation.

D. Lump Sum Contracts Based On Drawings And Specifications And Item Rate Contracts. The contractor shall be deemed to have calculated his own details from Drawings and Specifications before quoting unit rates against different items of Schedule-'A' Notwithstanding any errors or inaccuracies in the unit rates quoted by the contractor those rates shall be deemed to include for the full and entire completion of the items of work in accordance with the provisions of the contract and no adjustment shall be made on account of any errors in those rates.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

E. Contracts Comprising Section/Parts Conforming To Types (B), (C) And (D) Above. The Principles enunciated in Paras B. C. and D above for rectification of errors shall apply to the corresponding parts of the contracts.

7. Deviations (Applicable Specifically To Measurement And Lump Sum Contracts And Generally To Term Contracts): - The contractor shall not make any alternation in, addition to or omission from the works as described in the tender documents except in pursuance of the written instructions of the OC.

No work that radically changes the original nature and scope of the contract shall be ordered as a Deviation and in the event of disagreement between the contractor and the Accepting Officer, the decision, of the next higher authority (or of the Chief Engineer in case of contracts accepted by him) shall be final and binding on the contractor.

The Accepting Officer, or person specially authorized by him on his behalf, may vary either by way of addition to and/or deduction from the works so described provided that the contract sum be not there by varied on the whole by more than the percentage set out in the tender documents (referred to herein below as the 'Deviation limit'), subject to the following restrictions:

-

(a) The Deviation limit referred to above is the net effect (algebraically sum) of all addition and deduction ordered.

(b) In no case shall the Additions/Deductions (arithmetical sum) exceed twice the Deviations limit.

(c) The Deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 25% of the value of that trade in the contract as a whole or half the deviation limit, whichever is less except in the case of Prime Cost and Provisional Items where the parties to the contract may agree to at different percentage for any particular trade item.

(d) The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

Note: - Individual trade means the trade sections into which a Bill of quantities or schedule-'A' has been divided or, in the absence of any such divisions, the individual sections of DGBR Standard Schedule of Rates such as, Excavation and Earth work, concrete, wood work and joinery etc.

All additions and deductions will be priced as per condition 62 hereof and added to or deducted from the contract sum. Whenever the Accepting Officer intends to exercise such right his intention shall be communicated to the contractor by the OC whose order in writing shall specify the deviations which are to be made, the lump sum assessment or the proposed basis of payment, the change, if any, in the date or completion of the relevant phase and/or the entire contract. Any objection by the contractor to any matter concerning the Deviation Order, shall be notified by him in writing to the OC within fifteen days from the date of receipt of such order, but under no circumstances shall the progress of the works be stopped (unless so ordered by the OC) owing to the 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 there in without in anyway affecting the right of the parties to rectify any mistake on the basis of payment only to the extent it differs from condition 62. In the event of the contractor failing to agree with OC regarding the proposed alternation of time, the objection shall be referred to the Accepting Officer, or, in the case of contracts (other than Term Contracts) accepted by the OC to the TFC whose decision shall be final and binding.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

8. Emergency works: -If any emergency works become necessary and the contractor is unable (in respect whereof the decision of the Engineer-In-Charge shall be final and binding) or unwilling at once to carry them out, the Engineer-in-charge may by his own or other work-people, carry them out as he may consider necessary. If the Emergency works shall be such as the contractor is liable under the contract to carry out at his own expense or which are included in the contract rates for works being executed by the Contractor, all expenses incurred on them by Government shall be recoverable from the contractor, and if necessary, be adjusted or set off against any sum payable to him under this or any other contract.

9. Suspension of works: -

(a) The Contractor shall, on receipt of the order in writing of the officer commanding, suspend the progress of the work or any part thereof such time and in such manner as the officer commanding may consider necessary for any of the following reasons: -

- (i) On account of any default on the part of the contractor or
- (ii) for proper execution of the works or part thereof for reasons other than the default of the contractor or,
- (iii) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the work to the extent necessary and carry out the instructions given in that behalf by the officer commanding.

(b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above: -

- (i) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the items or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and
- (ii) if the total period of all suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds 60 days, the contractor shall, in addition, be entitled to the compensation, as the officer commanding may on the basis of facts consider 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.

(c) If the works or part thereof is suspended on the orders of the Officer Commanding for more than four months at a time except when suspension is ordered for reason (i) in sub-para (a) above, the contractor may after 60 days from receipt of such order serve a written notice on the OC requiring permission within fifteen days from receipt by the Officer Commanding of the said notice, to proceed with the works 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 treat the suspension, where it affects only a part of the works as an omission of such part by Government under condition 7 or where it effects the whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Officer Commanding. In the event of the contractor treating the suspension as an abandonment of the contract by Government. He shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

He shall, however, be entitled to compensation, as the Officer Commanding may on the basis of facts consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour (and tools and plants) at site actually remaining idle in consequence and also for loss on materials collected which could not be utilized on those or other works including 5% as overheads on materials, salaries & wages. (The contractor shall give the details of idle labour, workmen, employees, tools and plants and such other details as asked by the OC. Within seven days of issue of order of suspension and the OC, shall verify the necessity and correctness thereof proper record of these details shall be maintained duly signed by the OC and the Contractor.)

10. Materials: -

(A) Materials to be provided by the contractor.

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

All materials to be provided by the contractor shall be 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 material so comply. (However if the cost of particular item of material in a contract exceeds Rs. 1.00 lac, these material shall be procured only from the manufactures or from the authorized dealers /stockiest(except in case of materials of local origin) and the contractor shall furnished proof thereof to the satisfaction of the OC that the material so comply.)

The contractor shall at his own cost and expense and without delay supply to the Engineer-in-charge samples of materials proposed to be used in the works. 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. (Approved sample of materials which lose their identity after incorporation in the work shall be preserved with the OC till completion of work. Thereafter the same shall be removed in "as is where is" condition by the contractor with prior permission of the OC, without any extra cost to the Govt. However, the approved samples of materials which do not loss their identity after incorporation and which can be incorporated in the work as decided by the E-I-C shall be allowed to be used in the sample quarter/block/work.)

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 new and in accordance with the contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have then removed by other means at the contractor's expense and risk. The Engineer-In-Charge shall have full powers to require other proper materials to be substituted for rejected material 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.

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 made or action being brought against Government or any agent, servant or employee of Government in respect of any such material as aforesaid, the contractor shall immediately be notified thereof.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by Government but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawing and/or specifications issued after submissions of the tender.

Subject as hereinafter provided in condition 63 all charges on account of octroi, terminal or sales tax and other duties on materials obtained for the works from any sources (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 test 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 To Be Supplied By Government: -

Materials which Govt. shall supply are shown in Sch -'B' which also stipulates place of issue and rate (s) to be charged in respect thereof. Soon after acceptance of the tender the contractor shall agree in writing with the Engineer-in-charge on a phased programme of his requirements with regard to delivery of materials.

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 11 but no claim for compensation or damage on any ground whatsoever shall be entertained by the Govt. In case of Term Contract for Artificers' work, the OC may further issue old serviceable materials not exhibited in schedule-'B' but included in DGBR schedule, at the rates given in that schedule, plus or minus (as applicable) the contractors' tendered percentage or at market rates for new materials whichever is higher. Provided further in the case of Term Contracts: -

- (i) The contractor will be paid for "fixing only" in respect of material salvaged from and re-fixed in the same building or another building situated within a radius of 200 meters whether such salvaged materials are included in Schedule-'B' or not.
- (ii) The OC may issue for "fixing only" materials such as sanitary fittings for which rates for "fixing only" exist and for which there are no " Supply and Fix" rates in the DGBR standard schedules of Rates even though such materials are not exhibited in Schedule-'B'. If after acceptance of the tender the contractor desires Government to supply any further materials out or those mentioned in the schedule 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 a reasonable notice in writing of his requirements to the Engineer-in-charge in accordance with the agreed phased programme. 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.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

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 the works 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 the works (including preparatory works) shall, on completion or on foreclosure of the works and before submission of bills, be returned by the contractor at his expense, at the place of issue, after making due allowances 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 site to such places, 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.

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 works 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 and surplus materials at double the prevailing market rate (on the date of notifying to the Contractor by OC (after technical check of final bill in Commander TF) as decided by the OC or the stock book rate as fixed by the Deptt, whichever is higher.) If however, the contractor is not satisfied with the decision of the OC with regard to the (recovery) rate, he shall be entitled to represent the matter to Commander TF within seven days of receipt of OC's decision and the decision of the TFC thereon shall be final and binding).

If cement is to be supplied by Government, every cement go down shall be provided with two locks on each door. The key of one lock at each door shall remain with the Engineer - In - Charge or his representative and that of the other lock with the contractor's authorized agent at site of works so that cement is removed from the go down only according to daily requirement with the knowledge of both the parties.

(C) General: -

Materials required for the works, 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 contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, 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 laying 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 remain 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 works are finally completed and advance, if any, in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

11. Time Delay and Extension: -

(A) Time is of the essence of the contract and is specified in the contract documents or in each individual works order.

As soon as possible after contract is let or any substantial works order is placed and before work under it is begun, the OC and the contractor shall agree upon a Time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents or the works order for completion of the individual items thereof and/or the contract or works order as a whole. It shall indicate the for cast of the dates for commencement and completion of the various trade processes or sections of the work, and shall be amended as may be required by agreement between the OC and the contractor within the limitation of time imposed in the contract documents or works order. If the works be delayed: -

- (i) By reason of civil commotion, local combination of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (ii) by reason of delay on part of nominated sub-contractors, or nominated suppliers which the Contractor has in the opinion of OC, taken all practicable steps to avoid, or reduce, or
- (iii) by reason of delay on the part of Contractors or tradesmen engaged by Govt in executing works not forming part of the contract, or
- (iv) by reason of any other cause (except force majeure which in the absolute discretion of the Accepting Officer is beyond the Contractor's control.)

Then, in any such case the Officers hereinafter mentioned may make fair and reasonable extension in the completion dates of individual items or groups of items of work for which separate period of completion are mentioned in the contract documents or works order, as applicable.

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 the OC but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do al that may reasonably be required to the satisfaction of the OC to proceed with the works, Extension of time shall be granted as under:

- (a) by OC for all Term Contractors.
- (b) by Accepting Officer of the contract for all other contracts. In case the contractor fails to notify the OC of happening of an event (s) causing delay within the period of 30 days stipulated in sub-paras 3 above, he shall forfeit his right to claim extension of time for the delay caused due to such event (s).

Extension of time, as granted above, shall be communicated to the contractor by (Accepting Officer) in writing and shall be final and binding. Provided that in the case of contracts (other than Term Contracts) accepted by the OC, in the event of the contractor not agreeing to the extension granted by the OC, the matter shall be referred to the TFC whose decision shall be final and binding.

(B) If the works be delayed: -

- (a) by reason of non-availability of Government stores shown in Schedule-'B' . Or

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

- (b) by reason of non-availability on breakdown of Govt. tools and plant listed in schedule-'C'.

Then, in any such event, notwithstanding the provisions here in before 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 (Accepting Officer) in writing. The decision so communicated shall be final and binding and the contractor shall be bound to complete the works within such extended time.

(C) Extension of time if due shall be granted within 45 days of receipt of request from the contractor alongwith supporting, documents, but before expiry of original/extended period of completion.

(D) No claim in respect of compensation or otherwise, for idle labour and or idle machinery etc, and /or business loss or any such loss, howsoever arising, as a result of extensions granted under conditions (A) and (B) above shall be admissible. The decision on reason and quantum of extension shall be final and binding.

(E) DELAY ON ACCOUNT OF FORCE MAJEURE

Should any force majeure circumstances arise, each of the contracting party will be excused for the non fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

Force majeure shall mean fires, floods natural calamities such as earth Quakers, lightening or other acts such as war, turmoil's, strikes (otherwise than contractor's employees) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, sabotage, explosions, quarantine restrictions, beyond the control of either party.

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event and aforesaid and the said rights and obligations shall automatically revive upon cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event, shall not be considered as a delay with respect of the period of completion and/or taking over work under the contract or otherwise to the detriment of either party.

Notwithstanding the provision of the immediately foregoing clauses, it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (Six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than agreement for the completed work and /or contractor's materials laying at site.)

12. Blank.

13. Blank.

14. "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 DGBR authorities or from land in cantonments in charge of the Military Estate Officers.

15. Plant and Equipment: -Subject to the provision made here in after the contractor shall at his own cost and expense supply all tools, plants and equipments (hereinafter referred to as T&P) required for the execution of work.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

In case, the, contractor so requires, some or all items or T&P listed in schedule-'C' will be given to him on hire by Government at the rates shown in the schedule provided that he has indicated his requirements while submitting his tender. The contractor shall, however, have no option but to hire from the Govt. particular item (s) of T&P listed in schedule 'C' for which specific provision has been made in tender documents to indicate that hiring by contractor is compulsory. In respect of the other items of schedule-'C' (hiring of which has not been indicated as compulsory), such of those items as has/have not been indicated while submitting tender) to be hired by contractor, shall be automatically deemed to have been deleted from Sch-'C' soon after acceptance of tender, the contractor shall agree in writing with the OC, on phased programme of his requirement with regard to the issue of such of the Govt. T&P which are to be hired by him from the Govt. and in respect where of the contractor shall give the Engineer-in-charge a notice in writing at least a week in advance of the date of his requirement as per the aforesaid phased programme Government T&P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.

The period T&P remains in contractor's charge shall be termed the "HIRE PERIOD and would reckon from the commencement of the day of issue up to the end of the day of return irrespective of the actual hours of issue and return. The Hire period for purposes of this contract shall consist of "working days" and "Off days" for purpose of levy of the Hire charges, the whole of the Hire Period shall be deemed as consisting of working days except for the off-days, be viz, Sundays, Maintenance days, and other authorized holidays closed for work (as per prior written order of the OC).

For purposes of this condition, the day will be deemed to start from 0800 hrs in the morning (or any other hour-here in-after referred to as 'D' hour-fixed by the OC in writing at the commencement of the Hire period) up to the corresponding hour next day.

The contractor shall pay to the Government Hire charges and standby charges as per rates showing Sch-'C' for the working days and off-days respectively.

The Hire charges cover Depreciation, interest, maintenance, running expenses and expensed for "on cost" (with crew as listed in Sch "C" and fuel and lubricants).

During the hire period if the T&P is rendered unworkable either due to mechanical breakdown or other minor repairs provided always that they are not, in the absolute discretion of the OC attributable to the contractor's (or his workmen's) neglect, the period the T&P remained inoperative will be termed the breakdown period and the Contractor will be charged for half a working day if any item of Government T&P has stopped working on account of a breakdown before it has worked for four hours in a day. If the item of Government T&P has stopped working after it has worked for more than four hours but less than eight hours, the contractor will be charged for a full working day. Off days immediately preceding or succeeding the break down period will not count towards the breakdown period but only be treated as off days and be charged as stand by charges. The contractor will also be exempted from levy of any charges for the number of days he is called upon in writing by the OC to suspend the execution of the work, provided the T&P in question has in fact remained idle with the contractor because of the suspension.

The contractor shall be wholly responsible for the care and custody of T&P during the whole of the hire period and any damage to it (except accepted risks, provided always the contractor has taken precaution necessary to protect it from such risk) which in the absolute discretion of the OC is attributable to neglect on the part of the contractor, his agent, or his workmen, shall be made good at contractor's cost, charges and expense to the entire satisfaction of the OC.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

Government give no guarantee for the output of T&P hired to the contractor and no reduction in rates or any compensation otherwise is permissible on the ground that the out turn or performance of the T&P is not contractor's expectation.

Government T&P hired to contractor shall be returned to OC on the completion of the work or section of work or earlier if so required by the OC. The contractor shall have no claim to any payment of compensation or otherwise howsoever on account of determination of hire of T&P which the Government are entitled to do without assigning any reason whatsoever.

In the event of the contractor not requiring any of the T&P at any time after commencement of the hire period he may return it to the OC immediately after a two clear days' prior notice, or at any time without notice if he agrees to pay the stand by charges for two additional days without in any way affecting the rights of the OC to use the T&P during this period as he likes including hiring out to a third party. The hire charges during the notice period will be charged for as "working days", and "off-days", as they actually occur.

The working days for levy of hire charges shall reckon as under: -

(a)	The first eight hour (excluding a break of one hour) commencing from 'D' hour	1 working day
(b)	Any period exceeding eight hour (excluding a break of 1/ ¼ hours) into and including to hours from the 'D' hours	1/ ¼ working day.
(c)	Any period exceeding 10 hours (excluding a break of 1 ½ hours) up to and including 12 hours from the 'D' hours	1½ working day.
(d)	Any period exceeding 12 hours (excluding a break of 2 hours) up to and including 16 hour from the 'D' hour	2 working day

16. Transport (Applicable only to Measurement and lump sum contracts): -The contractor shall at his own expense supply all transport required for the execution of the contract, other than that listed in schedule-'D' which will be provided by Government.

The hire rates for Government transport shall be inclusive of all running costs, driver, petrol, oil and lubricants.

The contractor shall be responsible for the loading and unloading of vehicles and shall comply with such restrictions regarding weight-carrying capacities, nature of materials to be transported and routes to be followed as may be notified to him by the Engineer-in-charge from time to time during the period of hire, as well as to observe reasonable precautions at all times to prevent damage to and undue wear and tear of the vehicles.

Government transport shall remain under the control of Government while on hire to the contractor but Government accept not liability for any loss or damage to goods conveyed therein, arising out of or in any way connected with the operation of the said vehicles. The contractor shall indemnify Government against any loss or damage to the person or property of Government, or to any agent, servant, or employee of Government or to any third party due to any neglect or default of the contractor, his agents, servants, or work-people, connected with the use by him of the transport.

16.A. Transport (Applicable only to Term Contract): - The contractor shall at his own expense supply all transport required for execution of the contract.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

17. Assignment Or Transport Of The Contract: - The contractor (Including Public Sector Undertaking/Govt Agency) 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 in given.

18. Sub-Contracts: - The contractor (Including Public Sector Undertaking/Govt Agency) shall not sub-let any portion of the contract without the prior written approval of the Accepting Officer. The Accepting Officer may invite offers for performance by sub-contractors of any work in satisfaction of prime cost sums included in the tender documents. In the exercise of this option, offers will be made returnable to the Accepting Officer who shall select the firm to do the work and inform the contractor, who will be required to conclude a contract with the nominated sub-contractor for the execution of the work as specified by the Accepting Officer to the sub-contractor. The accepting officer shall not nominate and sub-contractor against whom the contractor shall make reasonable objection.

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, whether such person be selected by the Accepting Officer or by the contractor. 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.

Nothing herein contained shall relieve the contractor of his liabilities and obligations under the contract or in any way affect the contractor's direct responsibility to Government nor shall it render Govt in any way responsible to such sub-contractor.

19. Blank.

20. Blank.

21. Blank.

CHAPTER – III :: PERFORMANCE OF THE CONTRACT :

22. Security Deposit: - In the case of contractor who has not executed the standing security Bond, and the Accepting Officer decided to accept his tender, the contractor shall lodge with the Controller of Defence Accounts concerned as security deposit in the proscribed form, the sum as notified by the Accepting Officer, within thirty days of the receipt by him of notifications of acceptance of his tender.

Alternatively the earnest money deposited by the contractor may be converted as part of the Security deposit, wherever such a transaction is feasible and the contractor shall lodge with the controller of Defence Account concerned the balance amounts of Security Deposit, 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 amount of security deposit within thirty days as stipulated hereinbefore, the same will be recovered from the first RAR payment or from the first final bill. In the case of term (Running) contract, if the amount from the first final bill is not adequate the remaining sum shall be recovered from the subsequent bill (s) 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 amount of 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.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

In case of a contractor who has executed the standing security bond but where the tendered cost of the work exceeds the financial limit of the contractor and the Accepting Officer decides to accept his tender, the contractor shall lodge with the Accepting Officer concerned additional Security Deposit as notified by the Accepting Officer within thirty 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 the case of Term (Running) contracts, if the amount from the first final bill is not adequate, the remaining sum shall be recovered from the subsequent bill (s) of the contractor in full. However, in case where any payment, under this contract 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.

In case of a contractor who is not enlisted for area in which the work lies, but whose name is in the DGBR approved list of any DGBR formation and has deposited standing security and executed standing security bond and the Accepting Officer decided 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 in the prescribed form".

Such sum shall be deposited in securities of the market value of such sum in accordance with the regulations for the GREF for the time being in Force and any securities so deposited shall be endorsed in accordance with the Government securities manual for the time being in force and, if the securities are in the name of contractor, they shall be transferred to the controller of Defence Account concerned in such a way that they can be realized by him without reference to the contractor.

All compensation or other sums of money payable by the contractor to the Govt. 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 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 there-after make good in cash or securities, endorsed as aforesaid any sum or sums which may have been deducted from or realized by the 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.

23. Orders under the contract: - All orders, notices, etc to be given under the contract shall be in writing, type script printed and if sent by registered post to the last know place of abode or business of the contractor shall 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.

24. Admission to site: - The contractor will not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the OC. The portion of the site to be occupied by the contractor will be clearly defined and/or marked on the site plan, and the contractor will on no account be allowed to extend his operations beyond these areas. In the event of the areas of land so allotted for the purpose of Accommodation of labour, erection of temporary workshops, stores etc, storage of materials and the like, being other than class-A-I land (which fact shall be ascertained by the contractor from the OC). The contractor shall pay a nominal rent of Re-1 per year, or part of year, in respect of each and every separate area of land allotted to him.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

The contractor shall provide if necessary or if required on the site all temporary access there to and shall alter adapt and maintain the same as required from time to time and shall take up and clear away as and when no longer required and make all good.

The OC shall have power to execute other works whether or not in connection with the works) on the site contemporaneously with the execution of the works and the contractor shall give reasonable facilities for such purpose.

The M.D. reserves the rights of taking over, at any time, any portion of the site which it may require and the contractor shall at his own expense clear such portion forthwith. No photographs of the site or of the works or any part thereof shall be taken, published or otherwise circulated, without the prior written approval of the OC.

No such approval shall however exempt the contractor from complying with any statutory provisions in regard to the taking and publication of such photographs.

Any DGBR officials connected with the contract shall, have right of entry to the site at all times.

The Engineer-in-charge shall have the power to exclude from the site any labour whose admission there to may in his opinion be undesirable for any reason whatsoever. The OC shall have the power to exclude from the site any person whose admission thereto may in his opinion be undesirable for any reason whatsoever. The contractor shall not be allowed any compensation on account of the foregoing.

25. Contractor's Supervision: - The contractor shall either himself supervise the execution of the contract on shall appoint a competent agent approved by the OC to act in his stead.

*Where the contractor is not a qualified Engineer or even if he is so qualified, he cannot, in the opinion of the OC give his full personal attention to the works he shall at his own expense, employ a person, possessing the following qualifications and/or experience as his accredited agent to supervise the works and to receive instructions from the Engineer-in-charge.

(a)	For works costing over Rs 50 lacs to 1000 lac	Two Degree holders in Engineering from a Government recognized Institution or equivalent, final or direct final pass of sub-division II of the Institution of Surveyors (India) with at least 4 years practical experience of Works
(b)	For works costing between Rs 7.5 lacs to 50 lac	A Degree holder in Engineering from a Government recognized Institution or equivalent with final or direct final pass of sub-division II of the Institution of Surveyors (India) with at least 2 years practical experience of works.
(c)	For Works costing below Rs 7.5 lac	A Diploma holders in Engineering from a Government recognized Institution with adequate practical experience of works.

Note : (1) Engineers (Degree/Diploma Holders) employed should be of the relevant discipline to which nature of work pertains.

(2) The provision at srl (b) & (c) above shall be applicable irrespective of the fact whether contractor himself is a qualified Engineer or not.

(3) Contractor shall employ additional engineers as directed by OC where there are scattered sites.

(4) For works costing more than Rs. 10 crore, the requirement of Engineering staff shall be as given in the tender documents.

(5) For specialist works/services Accepting Officer may vary requirement of supervisory staff in tender documents.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(*The employment of Agent as aforesaid shall be to the approval of the OC who may verify his/their qualifications and experience by referring to original degree/diploma/testimonials which shall be made available to him by the contractor or by the individual employed or proposed to be employed”).

If the contractor fails to appoint a suitable agent on being ordered to do so, the OC shall have full powers to suspend the execution of the works until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the works.

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 agent shall be in attendance at the site during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the OC may consider necessary.

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 on the work to receive instructions.

(The OC shall have full powers, to put the Contractor on notice on account of default either for non-employment of Engineer(s) or absence of Engineer(s) from site and levy penalty @ Rs. 500/ per day vacancy upto 30 days period. Thereafter OC shall have the option to either suspend the work or employ Engineer(s) at Contractor's cost and recover the amount from Contractor's dues.)

26. 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.

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, Minimum, wages Act, 1948, Employee's Liability Act, 1938. Workmen's Compensation Act, 1923, or any other Act or enactments relating thereto and rules framed thereunder from time to time. The contractor shall work 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. If such approval is given no liability in respect of any excess cost arising there from shall be incurred by Government.

The contractor shall furnish to the Engineer - in - charge every morning a distribution return of the number and description by trades of his work-people employed on the works.

The contractor shall during the progress of the works comply at his own expense with all the rules and provisions contained in the DGBR model rules for the protection of health and sanitary arrangements for workers employed by contractors (appended here to as Annexure 'C' to these conditions) and shall at his own expense provide for all facilities in connection therewith to the satisfaction of the Engineer-in-charge and on his failure to do so, the OC Contract shall be entitled to provide the same and recover the cost there of from the contractor.

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

The contractor shall at his expense arrange for all the safety provisions as per the DGBR safety code (appended to these conditions as an Annexure 'B') and shall at his own expense provide for all facilities in connection therewith to the satisfaction of the Engineer-in-charge and on his failure to do so, the OC shall be entitled to provide the same and recover the cost incurred in that behalf from the contractor. Provided further that in case of failure to arrange for the safety provisions as above the contractor should in addition liable to pay a penalty of Rs 5000/ (Rupees five thousand only)- for each default.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

27. Training of Apprentices: - The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of contract and the Accepting Officer may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

27 A. Maternity Benefit Rules for Female Workers employed by Contractor: -Leave and pay during leave shall be regulated as follows: -

(a) Leave: -

- (i) In case of delivery-Maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In case of miscarriage-Upto 3 weeks from the date of miscarriage.

(b) Pay: -

- (i) In case of delivery- Leave pay during maternity leave will be at the rate of the woman's average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of seventy five paise a day whichever is greater.
- (ii) In case of miscarriage- Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

(c) Conditions for the grant of Maternity leave: -

No maternity leave benefit shall be admissible to women unless she has been employed for a total period not less than six months immediately preceding the date on which she proceeds on leave.

28. Anti-malarial precautions: - The Contractor shall at his own expense conform to all anti-malarial instructions given to him by the Engineer-in-charge, including the filling up of borrow-pits.

29. Blank.

30. Nuisance: - The contractor will not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the owners, tenants or occupiers of other properties near the site and to the public generally and will secure the efficient protection of all streams and waterways against pollution.

31. Water - The contractor shall allow in his tender and provide at his cost all water required for the use of works or his employees on the works, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purposes for the works.

In the event of a provision existing in the tender documents for DGBR supply of water on payment and the contractor desiring to buy it from DGBR, he will be permitted to draw it from DGBR, water supply system or other DGBR sources at such point or points as may be decided by the OC Contractor on his sole discretion and the contractor shall make necessary arrangements at his own cost for lifting, pumping, carrying or conveying water to the site of works as required.

Normally in all cases of water supplied from DGBR piped system, the supply shall be metered and paid for by contractor at the (*All in cost Rate per 1,000 gallons subject to a minimum of Rs. 3.75 per every Rs. 1000/- worth of work done priced at contract rates) which includes hire charges for meter to be provided by DGBR.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

In exceptional cases where metering is not feasible, i.e., water from DGBR well or static tanks, or in the case of term contracts where the contractor draws water not from any one source, the contractor shall pay Rs. 3.75 per every Rs. 1,000 worth of work done priced at contract rate. In the event of breakdown of DGBR, Supply of water becoming intermittent, the contractor shall have no claimed whatsoever on this account.

The water used for any or all requirements shall be subject to the prior written approval of the Engineer-in-charge.

32. Temporary Workshops, Stores etc: - The contractor shall during the progress of the works provide, erect and maintain at his own expense all necessary temporary workshops, store, offices, etc., as are required for the proper and efficient execution of the works. The planning sitting and erection of these buildings shall be to the approval of the Engineer-in-charge and they shall at all times be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in-charge and at the contractor's expense.

On completion of the works the whole of such temporary buildings shall be cleared away and the site reinstated and left clean and tidy to the entire satisfaction of the Engineer-in-charge and at the contractor's expense.

Additionally, the OC may at his discretion permit the contractor to occupy a workshop and stores, such Government buildings as may be available at the site or station for that purpose and, in the event of the contractor occupying such accommodation, the prescribed rent for the same shall be recoverable from him. The contractor undertakes to maintain such premises at his own expense in a clean and sanitary condition and to deliver up the same on the completion of the works or the termination of the contract, or in the event of the said buildings being required by the OC within one month of an order to that effect, in a clean state complete in every particular (damage from the accepted risks and fair wear and tear excepted).

33. Blank.

34. Tools and plant on site: - All tools, plant and equipment brought to the site shall become the property of Government and shall not be removed off the site without the prior written approval of the OC. But whenever the works are finally completed or the contract is determined for reasons other than the default of the contractor, the contractor shall forthwith remove from the site all tools, plant and equipment (other than such as may have been provided by Government) and upon such removal, the same shall revert in, and become the property of the contractor.

35. Statement of Hire Charges: - A weekly detailed statement of the hire charges incurred in respect of Govt. tools, plant, equipment and/or transport shall be given to the contractor by the Engineer-in-charge.

36. Precautions Against Risks: - The contractor shall be responsible, at his own expense, for precautions to prevent loss or damage from any and all risks other than for Accepted risk and to minimize the amount of any such loss or damage and for the provision of all protective works, casings, coverings, etc., required for the purpose until the works have been handed over complete to the Engineer-in-charge.

All Government building rented to the contractor for workshops or stores shall be insured by the contractor in favour of Government to their full value against risk of loss or damage from what so ever cause arising other than the accepted risk, and the policy of insurance and receipts for premiums shall be produced when required by the OC: provided always that where part only of a building is rented to the contractor he will be required to insure the building only if used by him for the purpose of storing or using material of a combustible nature, as to which the decision of the OC shall be final and binding.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

The contractor shall provide all watchman necessary for the protection of the site, the works and of materials and plant and all things on the site during the progress of the works, and shall solely be responsible for and shall take all reasonable and proper steps for protecting, securing, lighting and watching all places on or about the works and the site which may be dangerous to any person whomsoever. (Fencing be provided wherever necessary as decided by OC to isolate the working area to make the area unrestricted from restricted).

37. Notices And Fees: -The contractor shall give all notices required by any statutory provision or by the regulations and/or byelaws of any local authority and/or of any public service, company or authority affected by the works or with whose systems the same are or will be connected and he shall pay and indemnify Government against any fees, or charges demandable by law under such acts, regulations and/or bye-laws in respect of the works and shall make and supply all drawings and plans required in connection with any such notices.

38. Setting Out The Works- The OC or Engineer-in-charge shall supply dimensioned drawings levels and other information necessary to enable the contractor to set out the works. The contractor shall set out the works and shall provide and fix all setting out apparatus required and solely be responsible for the correctness and maintenance of the setting out. No work shall commence till the setting out is approved by the Engineer-in-charge.

39. Site Drainage: - All water that may accumulate on the site during the progress of the works or in trenches and excavations, from other than the accepted risk shall be removed from the site to the entire satisfaction of the Engineer-in-charge, and at the contractor's expense.

40. Excavation: - Material of any kind obtained from excavation on the site shall remain the property of Government and shall be disposed off as Engineer-in-charge directs.

41. Foundations: - The contractor shall not lay and foundations until the excavations for the same have been examined and approved in writing by the Engineer-in-charge.

42. Covering In Work: - The contractor shall give reasonable notice in writing to the Engineer-in-charge whenever any work is to be permanently covered or concealed, whether by earth or other means and in default of so doing shall, if required by the Engineer-in-charge, uncover such work at his own expense.

Extra soil required for filling, etc., shall be obtained only from those places for which prior written approval has been given by the Engineer-in-charge.

43. Approval of works by stages-All work embracing 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 thereon shall be final; and binding.

44. Execution of the works:- The works shall be executed in a workmanlike manner and to the satisfaction in all respect of the Engineer-in-charge.

In the case of Measurement and lump sum contracts, and in special circumstances term contracts, the Engineer-in-charge will communicate or confirm his instructions to the contractor in respect of the execution of work in a "works site order book" maintained at his office and the contractor shall visit this office daily and shall confirm receipt of such instructions by signing the relevant entries in this book. Such entries will rank as orders or notices in writing within the intent and meaning of these conditions.

In addition, in case of Major works exceeding Rupees (Two Lac) and special repair exceeding (Rupees Ten lacs) the Engineer-in-charge will maintain a works diary (IAFW-2347) incorporating daily record of all important events in the execution of work and the contractor or his accredited agent will sign it daily in the office of Engineer-in-charge.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

45. Day work: - No day work shall be performed without the prior written instructions of the Engineer-in-charge.

The contractor shall give to the Engineer-in-charge reasonable notice of the start of any work ordered to be executed by day work and shall deliver to the Engineer-in-charge, within two days of the end of each pay week a return in duplicate, giving full detailed account of labour and materials for that pay week. One of these returns, if found correct, will be certified by the Engineer-in-charge and returned to the contractor and must be produced at the adjustment of account.

An invoice in duplicate signed by the contractor or his agent shall be sent with each delivery of materials for day work and the contractor will be furnished with a receipt, signed by the Engineer-in-charge, specifying the description, quantities, weight or measurement (as the case may be) or the articles approved; reference will be made to this receipt in the return afore said and the receipt itself is to be produced in support of the contractor's bill.

In the case of lump sum contracts, the rates to be charged and the percentage addition for profit and establishment charges, etc. will be agreed upon between the TFC and the contractor prior to the execution of the work.

46. Inspection Of The Works: - DGBR Officers concerned with the contracts shall have power at any time to inspect and examine any part of the works and the contractor shall give such facilities as may be required to be given for such inspection and examination.

Should the OC consider, at any time during the construction or reconstruction or prior to the expiration of a period of twelve calendar months after the works have been handed over to Government (hereinafter referred to as the "**defects liability period**"), that any work has been executed with unsound, imperfect or unskillful workmanship or of a quality inferior to that contracted for, or not otherwise in accordance with the contract (in respect where of the decision of the OC shall be final and binding) the contractor shall, on demand in writing from the OC. Specifying the fault notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified, in whole or in part as the case may require, at his own expense ; and in the event of his failing to do so within a period to be specified by the OC in his demand aforesaid, the OC may carry out the work by other means at the risk and expense in all respects of the contractor. (Alternatively, such work, if technically/structurally acceptable, without detriment to the safety and utility of the item and the structure may be permitted to be accepted as devalued and recovery shall decided by competent authority (Commander Task Force in respect of contract concluded by himself and OC and 2IC and CE in respect of contract concluded by him) or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Whether any particular defect is due to unsound, imperfect or unskillful workmanship or due to normal wear & tear or user's negligence, decision of GE shall be final and binding. Provided always that the liability of the contractor under this condition shall not extend beyond the defects liability period except as regards workmanship which the OC shall have previously given notice to the contractor to rectify Govt, further reserves the right to get the work technically inspected during currency of the contract and also during defects liability period by the Additional Director General of Technical Examination and /or his Officers or any other agency. The defects observed as result of such technical examination shall be rectified by the contractor as notified by the GE. However, if the defects are not rectified, the devaluation of the work shall be carried out and recovery thereon shall be affected.)

47. Responsibility for Buildings: -In the event of any building, or part of a building being handed over to the contractor or for the execution of works thereto under the provisions of the contract, he shall give a written receipt for all fixtures, glass, etc. and he shall be required to make good at his own expense all damage resulting from any cause whatsoever, accepted risks and fire excepted (unless such fire shall have been caused through the negligence of the contractor or any of his agents, servants or employees) while in his charge and to deliver up the said building or part thereof to the Engineer-in-charge in a clean state complete in every particular, on the completion of the work.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

48. Damage and Loss: - (a) All plant, temporary building equipment, and things on the site provided by or on behalf of the contractor for the construction of, but not for incorporation in the works shall stand at the risk and be in the sole charge of the contractor and the contractor shall be responsible for and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, including the accepted risk.

(b) Save as above, the Works and all materials and things whatsoever including such as may have been provided by Government on the site in connection with and for the purpose of the contract shall stand at the risk and be in the sole charge of the contractor and the contractor shall be responsible for, and with all possible speed make good, any loss or damage thereto arising from any cause whatsoever, other than the accepted risks and shall deliver up all the works to the Engineer-in-charge in a clean state, complete in every particular.

In the event of any loss or damage to Works and materials on the site from any of the accepted risks, or loss or damage from accepted risk and fire to Government buildings handed over to the contractor for execution of works referred to in condition 47 the following provisions shall have effect: -

- (i) the contractor shall as may be directed in writing by the Engineer-in-charge remove from the site any debris and so much of the works as shall have been damaged, taking to the OC's store such articles and/or materials as may be directed
- (ii) the contractor shall, as may be directed in writing by the Engineer-in-charge proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract and
- (iii) there shall be added to the contract sum the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the work lost or damaged, the replacement of any materials and things lost or damaged but not incorporated in the works at the date when the loss or damage occurred, and the removal by the contractor as provided above, of the debris and damaged work referred to therein.

Provided always that the contractor shall not be entitled to payment under this condition in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract.

(c) Save as provided above, the contractor shall at his own expense reinstate and make good to the satisfaction of the OC or make compensation for any injury, loss or damage occasioned to any property or right whatever including property and rights of Government (or agents, servants, or employees of Government) being injury, loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further, the contractor shall indemnify Government against all claims enforceable against Government against Government (or any agent, servant or employee of Government) or which would be so enforceable against Government were Government, a private person, loss or damage to any person whomsoever or property, including all claims which may arise under the workmen's compensation act or otherwise.

49. Completion: - The works shall be completed to the entire satisfaction of the OC and in accordance with the contractors forecast of time and progress where operative. All unused stores and materials, tools, plant, equipment, scaffolding, temporary buildings, huts and things belonging to the contractor (other than such items as are required for rectification of defects) shall be removed and the site of works cleared of rubbish and all waste materials by the contractor, at his own expense and delivered up clean and tidy to the satisfaction of the Engineer-in-charge, on or before the date for completion.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

All unused or surplus stores and materials and other items out of those provided by the Government shall be returned by the contractor, at his own expense, (to the place of issue as stipulated in condition 10(B) herein before against written receipts from the Engineer-in-charge.

Soon after the rectification of defects, any stores and materials and other items mentioned above, retained for rectification of defects shall also be removed and site and works cleared as above and delivered to the Engineer-in-charge in a near state.

Immediately after completion of an item of works or a group of items of works for which a separate period of completion has been mentioned in the contract, the contractor shall give notice thereof to the OC contract.

In the case of groups of items of works for which separate periods of completion are given in the contract, the OC may take over from the contractor such individual items as are completed to his satisfaction (before the completion of the entire group. In such event, the grouping (Phasing) of items as catered for in the contract shall be deemed to have been amended accordingly.

The OC shall take over from the contractor from time to time items or groups of items of works for which separate period of completion have been mentioned in the contract and which have been completed to the satisfaction of the OC. (On receipt of notice form the Contractor that the work has been completed, the OC shall within seven days certify to the contractor the date(s) on which the items or group of items of works are completed and taken over and the state thereof or shall notify the details of incomplete items of work to the contractor. In case of dispute between OC and the Contractor over completion of work, the decision of Accepting Officer or Cdr Task Force in case of OC's contract shall be final and binding)

The OC shall also certify to the contractor the state of items or groups of items of the works at the end of the Defects liability period.

50. Compensation for Delay: - If the contractor fails to complete the works and clear the site on or before the dates fixed for completion, he shall, without prejudice to any other right or remedy of Government on account of such breach, be liable to pay compensation as under: -

(a) In the case of term contracts, one percent of the estimated value of the requisition or the works order for every week that the whole of the work remains uncompleted;

(b) In the case of other contracts, one percent of the contract value of the item or group of items of works (excluding the contract value of such individual items as are completed and taken over by OC on or before the date (s) fixed for completion, in terms of condition 49 hereof) for which a separate period of completion is given in the contract, for every week that the whole of work in respect of the item or group of items of work concerned remains uncompleted, even though the contract as a whole be completed by the latest date specified in the contract for any item or group of items of works. For the purpose of this condition the contract value shall be the value at contractor rates of the work as actually ordered including all deviation orders/escalation amount.

When the delay is not a full week or in multiples of a week but involved a fraction of a week the compensation payable for the fraction shall be proportional to the number of days involved. Provided always that total amount of compensation to be paid under this condition shall not exceed as mentioned below: -

(a) In the case of term contracts, ten percent of the estimated value of requisition or works order as a whole;

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

- (b) In the case of other contracts: - (Ten percent of the contract value of the item or group of items of work for which a separate period of competition is given.)

"Amount of retention money plus compensation during currency of contract shall not exceed ten percent of contract value. Contractor shall furnish BGB or Fixed Deposit Receipt in lie of retention money and if compensation amount is not fully met from retention money, the difference if any shall be recovered from the payment due to the contractor.

51. Law Governing the contract: - The contract shall be governed by the India Laws for the time being in force.

52. Cancellation of contract for corrupt Acts: - The TFC whose decision shall be final and binding, 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 to 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 payments 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 methods of competitive tendering without first disclosing the fact in writing to the Accepting Officer.

53. 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 insolvent 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 insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit his credit or purport so to do, or if any application be made under any Insolvency 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, transfers, sublets or attempts to assign, transfer or sublet, any portion of the works without the prior written approval of the accepting officer.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

Whenever the accepting officer exercises his authority to cancel the contract under this condition, he may complete the works 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 works completed, estimated cost of completion (as certified by OC) 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 works completed, estimated cost of completion (as certified by OC) exceeds the moneys due to the contractor under this contract the contractor shall either pay the excess amount ordered by OC or the same shall be recovered from the contractor by other means. The Government shall also be at liberty to hold and retain in their hand materials, tackle machinery and stores of all kinds on site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the contract as aforesaid.

The Government shall also be at liberty to use the materials, tackle, machinery and other stores on site of the contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of the materials and stores and the amount of credit to be allowed for tackle and machinery belonging to the contractor and used by the Government in completing the work shall be assessed by the OC and the amount so assessed be final and binding.

In case the Government completes or decide to complete the works 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) of materials purchased or required to be purchased and/or the labour provided or required to be provided by the Government as also the cost of the contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the TFC whose decision shall be final and binding.

54. Cancellation of contract in part or in full for Contractor's default: - If the contractor: -

(a) Makes default in commencing the works within a reasonable time from the date of the handing over the site, and continues in that state after a reasonable notice from OC or

(b) In the opinion of the OC at any time, whether before or after the date or extended date for completion, makes default in proceeding with the works, with due diligence and continues in that state after a reasonable notice from OC., or

(c) Fails to comply with any terms and conditions of the contract, or after reasonable notice in writing, with orders properly issued there under, or

(d) Fails to complete the works, work order and items of works, with individual dates for completion, and clear the site on or before the date or 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 work order (s) or items of work 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 work by any means at contractor risk and cost provided always that in the event of cost of completion or after alternative arrangements have been finalized by the Government to get the works competed, estimated cost of completion or after alternative arrangements have been finalized by the Govt to get the work completed, estimated cost of completion (as certified by OC) being less than the contract cost, advantage shall accrue to the Government. If the cost of completion or after alternative arrangements have been finalized by the Government to get the works completed, estimated cost of completion (as certified by OC) exceeds the moneys due to contractor under this contract, the contractor shall either pay the excess amount ordered by OC or the same shall be recovered from the contractor by other means.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

The Government shall also be at liberty to hold and retain in their hands materials, tackle, machinery and stores of all kinds on site, as they may think proper and may at any time sell any of the said materials, tackle, machinery and stores and apply the proceeds of sale in or towards the satisfaction of any loss which may arise from the cancellation of the contract as aforesaid.

The Government shall also be at liberty to use the materials, tackle, machinery and other stores on site of the contractor as they think proper in completing the work and the contractor will be allowed the necessary credit. The value of the materials and stores and the amount of credit to be allowed for tackle and machinery belonging to the contractor and used by the Government in completing the work shall be assessed by the OC and the amount so assessed shall be final and binding.

In case the Government completes or decides to complete the work or any part thereof under the provision 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) materials purchased or required to be purchased and/or the labour provided or required to be provided by the Government as also the cost of the contractor's materials used with an addition of such percentage to cover superintendence and establishment charges as may be decided by the TFC,. Whose decision shall be final and binding?

55. 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. If proprietor has nominate a person during his lifetime, the nominee will be allowed by the OC to complete the balance work. However if the nominee is not willing or in the opinion of Accepting Officer is not capable of completing the work as contracted for, he shall terminate the contract without any compensation to the nominee. The decision of the Accepting Officer whether the nominee is capable or not shall be final and binding.

56. Termination of contract (Applicable only to Term Contracts): - The contract shall remain in force for a period of not less than six months and may be terminated at the end of that period or at any time there after provided that six weeks' notice in writing to that effect shall have previously been given by either party. Any works for which written orders are issued before the termination of the contract shall be deemed to be within the contract although the time for completion is beyond the date of termination of the contract.

57. Special powers of Determination (Applicable only to Measurement and lump sum contracts): - If at any time after the acceptance of the tender Government shall for any reason whatsoever not require the whole or any part of the works, to be carried out, the TFC shall give notice in writing of the fact to the contractor, who shall have non 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 work in full but which he did not derive in consequence of the foreclosing of the works.

He shall be paid at contract rates, for the full amount of the work executed including such additional works, e.g. clearing of site, etc, as may be rendered necessary by the said foreclosing. He shall also be allowed a reasonable payment (as decided by the accepting officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the works, as verified by the OC.

58. Fair Wage: - (a) The contractor shall pay not less than the "fair wage" as defined below or the minimum wage fixed under the minimum wages Act, whichever is higher to labourers engaged by him on the work.

'Fair wages' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Chief Engineer for the stations at which the work is done.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a 'fair wage' or minimum wage fixed under the Minimum Wage Act whichever is higher to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the DGBR contractor's Labour Regulations (appended here to as Annexure 'A' to these conditions) in regard to all matters provided there in and with all other labour laws as may be applicable.

(d) The OC concerned shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of the Regulations.

(e) Vis-a-Vis the Government, the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The Regulations aforesaid shall be deemed to be a part of this contract and any breach there of shall be a breach of this contract.

59. Determination of Contract in the Event of Force Majeure: The contract may be determined at the option of either party by giving 30 days notice in writing to the other party should any event of 'Force Majeure' continue to prevail for an uninterrupted period of six months and no progress of work is achieved owing to such circumstances during these six months. On receipt of notice from one party to other explaining circumstances of 'Force Majeure' the Officer Commanding and Contractor will carry out joint inspection of work and an inventory of completed, incomplete works and the materials collected for incorporation in the work shall be prepared for processing of final bill. The contractor shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of work in full but which he could not derive due to determination of contract on account of 'Force Majeure'.

60. Blank.

CHAPTER IV – VALUATION AND PAYMENT

61. Records and Measurement: - All items having a financial value shall be entered in the DGBR Measurement Book I.A.F.W-2261 or in the case of Term Contracts for maintenance and repair work, on other approved Army Form, as applicable so that a complete record is obtained of all work performed under the contract.

Building etc, priced in schedule 'A' as a unit lump sum will be entered by number at the unit lump sum.

Work carried out for agreed lump sums will be described and similarly recorded.

Lump sum omissions will be entered for deduction. Measurement shall be restricted to that required to ascertain the financial liability of Government under the contract.

Work which falls to be measured in details shall be measured physically, without reference to any local custom that may obtain excepting where it may otherwise be directed in the tender documents. The measurements shall be taken jointly by any person or persons duly authorized on the part of the DGBR and by the contractor.

The Engineer-in-charge shall give reasonable notice in writing to the contractor of appointment for measurement.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

The contractor shall without extra charge, provide assistance with every appliance and other things necessary for measurement.

The contractor shall bear all the costs of his own measurement.

Measurement shall be entered in the DGBR Measurement Book or other approved Army Form as applicable and signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurement recorded on behalf of the DGBR a note to that effect will be made in the DGBR measurement Book or other approved Army Form as applicable against the item or items objected to; and such note shall be signed and dated by the both parties engaged in taking the measurements.

If as a result of such objection, it becomes necessary to re-measure the work wholly or in part the expense of such re-measurement shall be borne by the party requiring the measurements to be re-taken provided that a net error is found by this re-measurement to amount to less than 5 percent of the value as recorded by the first measurements. But where the net errors amount to 5 percent or over of the said value, then the cost is to be borne by the other party. In any case, if the net value of errors found exceeds (Rs. 5,000/-) the expense of re-measurement is to be borne by the other party.

If the contractor's representative fails to attend when required, the Engineer-in-charge shall have power to proceed by himself to take measurements and in that case these measurements shall be accepted by the contractor as final.

62. Valuation of Deviations: - The value of items of work covered by deviation orders shall be ascertained by measurements or lump sum assessment in the following order of precedence:-

(A) Applicable to Lump sum of contracts based on Bill of Quantities: -

(a) At applicable rate in the Bill of quantities for the building/item of work, in which the deviation is involved;

(b) At lowest applicable rate in any other Bill of quantities

(c) At pro-rata rate based on lowest rate for analogous items in the Bill of Quantities for the building/item of work to which the deviation refers;

(d) At pro-rata rate based on lowest rate for analogous items in any other Bill of quantities;

(B) Applicable to lump sum contract based on pre-priced schedule 'A': -

(a) At applicable rate in relevant part of Schedule 'A' in which the Deviation is involved.

(b) At pro-rata rate based on analogous items in relevant part of schedule 'A' in which the deviation is involved.

(c) At applicable rate in the DGBR schedule.

(d) At pro-rata rate based on analogous items in the DGBR schedule.

The rates at (a) to (d) above shall be subject to the Contractor's Percentage.

(C) Applicable to lump sum contract based on Drawings and specifications: -

(a) At applicable rate in relevant part of Schedule 'A' in which the Deviation is involved.

(b) At pro-rata rate based on analogous items in relevant part of schedule 'A' in which the deviation is involved.

(c) At applicable rate in the DGBR schedule.

(d) At pro-rata rate based on analogous items in the DGBR schedule.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

The rates at (c) and (d) above shall be subject to the percentage inserted in tender documents for pricing deviations.

(D) Applicable to measurement (Percentage Rate) & Term Contracts: -

- (a) At applicable rate in the DGBR schedule.
- (b) At pro-rata rate based on analogous items in the DGBR schedule.

The rates at (a) and (b) shall be subject to the contractor's percentage.

(E) Applicable to item Rate contract: -

- (a) At applicable rate in schedule 'A';
- (b) At pro-rata rate based on analogous items in schedule 'A'.

(F) Applicable to contracts comprising sections/parts conforming to types (A) to (E) above: -

The principles enunciated in Paras (A) and (E) shall apply to the corresponding parts of contract.

(G) For all contracts: -

If any work, the rate for which cannot be obtained by any of the methods referred to in Paras (A) to (E) above, has been ordered on the contractor, the rate shall be decided by the OC on the basis of the cost to the contractor at site of works plus 15% to cover all overheads and profit, Provided that if the contractor is not satisfied with decision of the OC, he shall be entitled to represent the matter to the TFC within seven days of receipt of the OC's decision and the decision of the TFC there on shall be final and binding.

If any alterations or additions (other than those authorized to be executed by day works or an agreed sum) have been covered up by the contractor without his having given notice of his intention to do so, the Engineer-in-charge shall be entitled to appraise the value thereof and in the event of any dispute the decision of the OC thereon shall be final and binding.

63. Re-imbusement/refund on variation in price: -If during the progress of the works the price of any materials required to be incorporated in the works (not being a material supplied from the OC's stores in accordance with condition 10 here of) 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 exceed ten percent of the price and/or wage prevailing at the time of acceptance of the tender for the work and the contractor there upon necessary and properly pays, in respect of that material (incorporated in the works) such increased price, and/or in respect of labour required for and engaged on the execution of the work 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 TFC, (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 in not more than 10% of the said prices/wages, and if so, the reimbursements shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

If during the progress of the works, the price of any material incorporated in the works (not being a material supplied from the OC's stores in accordance with condition 10 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 charges 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 work, Government shall in respect of materials incorporated in the works (not being material supplied from the OC's stores in accordance with condition 10 hereof) and/or labour engaged on the execution of the work 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 difference between the prices of materials and/or wages as they prevailed at the time of acceptance of tender for the work 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 account and other documents as are necessary to show the amount of and 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 Officer Commanding furnish, verified in such a manner as the Officer Commanding may require any documents so kept and such other information as the OC may require.

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

64. Advance on Account: - The contractor may at intervals of not less than 30 days for contracts of value less than Rs. 50 lakh and 15 days in case of contracts more than 50 lakhs submit claims on I.A.F.W.-2263 provided the payment due is not less than Rs. 50,000/- and for Term Contract, Contractor may prefer not more than two claims for payment of advances on account of work done and of materials delivered in connection with measurement and lump Sum Contracts. However such claims for work done, which are required to be measured, shall be submitted only after recording joint measurements in the DGBR Measurement Book IAFW-2261.

The contractor shall be entitled to be paid in respect of such claims at the following percentages of the value of work executed on the site to the satisfaction of the Engineer-in-charge: -

- (a) **For works not exceeding Rs. 5 lacs** - 90 percent of the value of works executed.
- (b) **For works exceeding Rs. 5 lacs but not exceeding Rs. 10 lacs** – 90 percent of the value of work executed for the first 5 lacs and 92.50 percent of the value work executed for the balance,
- (c) **For work exceeding Rs. 10 lacs** – 90 percent of the value of work executed for the first 5 lacs, 92.50 percent of the value of work executed for the next 5 lacs and 95 percent of the value of work executed for the balance.

The amount so retained from the contractor shall be called retention money and shall be released to the contractor along with the final bill. However, in case the amount of this retention money is more than Rs. 1.5 lakhs, then after retaining an amount of Rs. 1.5 lakhs or 1% of the contract amount as executed whichever is more, the balance amount of retention money will be refunded to the contractor on satisfactory completion of works as certified by the Engineer-in-Charge.

Provided further, the contractor may be paid advance on account to the full value of work executed on the site on his furnishing guarantee bond (s) of fixed deposit receipts from a scheduled bank for the amount of the retention money which should otherwise be recoverable from him under the contract.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

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 the final bill.

In the case of fixed deposit receipts, the same shall be for a period exceeding 6 months beyond the period of 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 contractors, they shall be transferred/endorsed to the Accepting Officer concerned in such a way that they can be encashed by the said Accepting Officer without reference to the contractor. In the event of delay in the preparation of the final bill, contractor shall make arrangements with the bank for suitable extension of the fixed deposit period.

In the case of measurement and lump sum contracts the contractor shall also be entitled to be paid during the progress of the works 85 percent of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the contract and which have reasonably been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes, but which have not at the time of the advance been incorporated in the works.

(Provided further, the contractor may be paid advance on account to the full value of materials such as fittings and fixtures and other manufactured items as decided by the OC which do not lose their identity, brought on the site, 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 and Fixed Deposit Receipt shall be executed and kept valid in a manner as described here-in-before.)

Provided always that payments shall not be made under these periodical certificates in respect of perishable materials (the discretion of the OC as to what is perishable being final and binding).

Any sum due from the contractor on account of Transport, stores, or any such matter provided by Government shall be deducted from the first or next subsequent advance.

The OC shall from time to time certify the sums to which the contractor is entitled after retaining the reserve.

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

65. Final Bill (Applicable Only To Measurement And Lump Sum Contractors): - The final bill shall be submitted by the contractor on IAFW-2262 in duplicate within three months of physical completion of the works to the satisfaction of the Engineer-in-charge.

It shall be accompanied by all abstracts, vouchers, etc., supporting it and shall be prepared in the manner prescribed by the OC.

No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

The contractor shall be entitled to be paid the final sum less the value of payments already made on account subject to the certification of the final bill by the OC.

No charges shall be allowed to the contractor on account of the preparation of the final bill.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

65 A. Final Bill (Applicable only to Term contracts): - The final bill shall be submitted by the contractor on IAFW-2262 in duplicate, accompanied by all supporting abstracts, vouchers etc., except IAFSW-2158 and 1833 prepared in the manner prescribed by the OC, within three months of physical completion of the works to the satisfaction of the Engineer-in-charge. In respect of works orders arising out of unit requisition or GREF inspections for maintenance and repairs, any portion of such an order which remain uncompleted at the date of the next subsequent requisition or inspection may, purely to facilitate payment for completed work and without prejudice to any other rights or remedy of Government in respect of any such delay, be deleted and the works order, as so amended forthwith, billed for final payment.

No further claims shall be made by the contractor after submission of a Final Bill and these shall be deemed to have been waived and extinguished. The contractor shall be entitled to be paid the full measured value of the works order, less the value of payments made on account and of any charges properly preferred under the conditions of contracts for Government stores, etc., supplied on repayment, subject to the certification of the final bill by the OC.

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

No charges shall be allowed to the contractor on account of the preparation of a final bill.

66. Payments of Bills: - Payment of those items of the final bill in respect of which there is no dispute shall be made within the period specified here under, the period (to be) reckoned from the date of receipt of the bill by the Engineer-in-charge.

- | | | |
|-----|--|--------------|
| (a) | Contract amount not exceeding Rs. 5 lacs - | Six months. |
| (b) | Contract amount exceeding Rs 5 lacs - | Nine months. |

After payments 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.

All payments due under this contract shall be made by means of a crossed cheque to the contractor 'A/c' payee' only at the treasury located in the station where either the work is executed or service rendered or at the treasury nearest to the station where the office of the OC is located.

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 the contractor shall be required to obtain cheques for future payments on this contract from the office of the Officer Commanding after rendering proper receipt.

67. 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 amount due to him by the Govt. 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, Government shall be entitled to withhold an amount not exceeding the amount of the claim (s) from any sum when 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 contractors Security Deposit or Security Bond amount, and retain the same by way of lieu on 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 scheduled Bank for an amount equal to the amount of the claim (s) in the form as directed by the Accepting Officer.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(b) It is agreed condition of this contract that the sum of money so with held 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 as may be necessary, to cover the amount claimed any sum found payable to any 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 or any account whatsoever, under this or any other contract between them and retained till the claim (s) is/are settled or adjudicated upon.

(e) Government reserve the right to carry cut post payment audit and technical examination of the works 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, not with standing 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 not with standing the fact that the amount of the final bill figures in the arbitrators award.

(f) If, as a result of such audit and technical examination any overpayment is discovered in respect of the work done under this contract, the contractor shall on demand make payment of a sum equal to the amount of overpayment or agree for effecting necessary adjustment from any amounts due to him by 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, Government shall be entitled to take action as in sub para (a) here in before. 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 Govt.

(g) Provided, that nothing herein before contained shall entitle the Government to recover any over payment in respect of any price agreed between the TF Commander or the OC and the contractor under the circumstances specifically prescribed for such method of assessment any 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 under payment shall not extend beyond a period of two years from the date of payment of the undisputed portion of the Final Bill or in the case of a minus bill, from the date, the net amount of the Final Bill is communicated to the contractor.

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

68. Refund of Security Deposit: - The Security deposit mentioned in condition 22 above may be refunded to the contractor after the expiration of the defects liability period (vide condition 46) by the OC provided always that the contractor shall first have been paid the final bill and have rendered a No-demand Certificate (IAFA-451)

The additional Security Deposit referred to in para -2 of condition 22 may be refunded to the contractor, by the OC in two stages, viz 50% of the additional security deposit on payment of the undisputed portion of the final bill provided there are no claims outstanding against the contractor and the balance 50% after expiration of defects liability period (vide condition 46), provided the contractor shall first have rendered a no demand certificate IAFW-451).

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

69. Issue of notice: - 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, or any officer for the time being entrusted with the functions, duties and powers of the OC.

70. Arbitration: - All disputes, between the parties to the contract (other than those for which the decision of the TFC or any other person is by the contract expressed to be 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 a (Serving Officer having degree in Engineering or equivalent or having passed final/direct final examination of sub-Division II of Institution of Surveyor (India) recognized by the Govt. of India) 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 works or termination or determination of the contract under condition Nos 55,56 and 57 hereof.

Provided that in the event of abandonment of the works or cancellation of the contract under condition Nos 52, 53 and 54 hereof, such reference shall not take place until alternative arrangements have been finalized by the Government to get the works completed by or through any other contractor or contractors or Agency or Agencies.

Provided always that commencement or continuance of any arbitration proceeding hereunder or otherwise shall not in any manner militate against the Government's right of recovery from the contractor as provided in condition 67 hereof.

If the arbitrator so appointed resigns his appointments 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 the case and pleadings in defence.

The Arbitrator may proceed with the arbitration, exparte, if either party, in spite of a notice from the arbitrator fails to take part in the proceeding.

The Arbitrator may, from time to time with the consent of the parties, enlarge the time, 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 sums awarded. Separately on each individual items of dispute. (The arbitration shall give reason for the award in each and every case irrespective of the value of claims or counter claims).

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

The award of Arbitrator shall be final and binding on both parties to the contract.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

71. Conciliator. If dispute (other than those for which the decision of the Commander Task Force or any person is by the contractor expressed to be final and binding) of any kind whatsoever arises between the parties to the contractor during the execution of the works, or after completion or after determination /cancellation/termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, certificate or valuation by the Accepting Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Resolution Board (DRB) in case of contracts valuing Rs. 10 Crore or more and to conciliation, by a sole conciliator, in case of contracts valuing less than Rs. 10 crore. In case disagreement with the decision of such DBR or conciliator, any party may invoke arbitration clause.

Procedure for the constitution/appointment of DRB/Conciliator shall be as laid down in the contract agreement.

72. Jurisdiction of Courts. Irrespective of the place of issue of tenders, the place of acceptance of tenders, the place of execution of contract or the place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of tenders has been issued and the work is executed/executable. The Courts of the place from where the acceptance of the tender has been issued or the place where the work is executed/under execution shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

ANNESURE 'A'

GENERAL RESERVE ENGINEER FORCE

LABOUR REGULATIONS

1. **Short Title:** - These regulations may be called "The General Reserve Engineer Force Contractor's Labour Regulations".

2. **Definitions:** - In these Regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them respectively, that is to say: -

(a) 'Labour' means workers employed by a General Reserve Engineer Force contractor directly, or indirectly through a sub-contractor or other person, or by an agent on his behalf, on payment not exceeding Rs. 500/- per month and will not include supervisory staff like overseers, etc.

(b) 'Fair wages' mean wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Chief Engineer for the stations at which the work is done.

(c) 'Contractor' shall include every person whether a sub-contractor or headman or agent, employing labour on the work taken on contract.

(d) 'Wages' shall have the same meaning as defined in the payment of wages Act and include time and piece-rate wage.

3. **Display of Notice regarding wages etc:** - The contractor shall: -

(a) Before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian languages, spoken by the Majority of the workers, giving the rate of wages which have been certified by the OC as fair wages and the hours of work for which such wages are earned, and

(b) Send a copy of such notices to the certifying officers.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

4. Payment of wages: - (a) Wages due to every worker shall be paid to him direct.
(b) All wages shall be paid in current coin or currency or in both.
5. Fixation of wage Periods: - (a) The contractor shall fix the wage period in respect of which the wages shall be payable.
- (b) No wage period shall exceed one month.
- (c) Wages of every workman employed on the contract shall be paid before the expiry of seven days, after the last day of the wages period in respect of which the wages are payable.
- (d) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- (e) All payments of wages shall be made on a working day except when the work is completed before the expiry of the wage period, in which case final payment shall be made within 48 hours of the last working day.

Note: - The Term "working day" means a day on which the work on which the labour is employed is in progress.

6. Wage Book and wage slips, etc: -

- (a) The contractor shall maintains wage book of each worker in such form as may be convenient, but the same shall include the following particulars: -
- (i) Rate of daily or monthly wages.
 - (ii) Nature of work on which employed.
 - (iii) Total number of days worked during each wage period.
 - (iv) Total amount payable for the work during each wage period.
 - (v) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (vi) Wages actually paid for each wage period.
- (b) The contractor shall also maintain a wage slip for each worker employed on the work.

7. Fines And Deductions Which May Be Made From Wages: -

- (a) the wages of a worker shall be paid to him without any deductions of any kind except the following: -
- (i) Fines.
 - (ii) Deductions for absence for duty, i.e., from the pace or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (iii) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default,
 - (iv) Any other deductions which the central Government may from time to time allow.
- (b) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.
- (c) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the wages payable to him in respect of that wage period.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(d) No fine imposed on any worker shall be recovered from him buy installments, or after the expiry of 60 days from the date on which it was imposed.

8. Register of Fines, etc: - (a) The contractor shall maintained a Register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(b) The contractor shall maintain a list, in English and in the local Indian language clearly defining acts and omission for which penalty of fines can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. Preservation of Registers: - The wage Book, the wages slip and the Register of fines and deductions required to be maintained under these Regulations shall be preserved for 12 months after the date of last entry made in them.

10. Power If Labour welfare Officers to make investigation or enquiry: - The labour welfare officer or any other person authorized by the Government of India on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the fair wage clauses and the provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

11. Report of Labour welfare Officer: - The labour welfare officer or other person authorized as aforesaid shall submit a report of the result of his investigation of enquiry to the Garrison Engineer concerned, indicating the extent, if any, to which the default has been committed, with a note that necessary deductions form the contractor's bill be made and the wage and other due be paid to the labourers concerned. The OC shall arrange payments to the labour concerned within 45 days from the receipt of report from the labour welfare officer or other person authorized as aforesaid, as the case may be. In case an appeal is made by the contractor under clause 12 of these regulations, actual payment to labourers will be made by the officer Commanding after the Regional Labour Commissioner has given his decision of such appeals.

12. Appeal against the decision of labour welfare Officers: - Any person aggrieved by the decision and recommendation of the labour welfare Officer or other person so authorized may appeal against such decision to the Regional Labour commissioner within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Officer Commanding concerned but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

13. (a) A workman shall be entitled to be represented in any investigation or enquiry under these regulation by: -

- (i) An officer of a registered trade union of which he is a member.\
- (ii) An officer of a federation of trade union to which the trade union referred to in clause (i) is affiliated
- (iii) Where the worker is not a member of any registered trade union, by an officer of a registered trade union connected with, or by any other workman, employed in the industry in which the work is employed.

(b) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by: -

- (i) An officer of an association of employers of which he is a member;

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

- (ii) An Officer of a federation of associations of employers to which the association referred to in clause (i) is affiliated;
- (iii) Where the employer is not a member of any association of employers, by an officer of an association of employers connected with, or by any other employer, engaged in the industry in which the employer is engaged.
- (c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

14. **Inspection Or Registers:-** The contractor shall allow inspection of the wage Book, the wage slips and the Register of fines and Deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour welfare Officer or any other person authorized by the Government of India on this behalf.

15. **Submission of Return :-** The Contractor shall submit periodical returns as may be specified from time to time.

16. **Amendment:-** The Government of India, may from time to time, add to or amend these Regulations and on any questions as to the application, interpretation of effect of these Regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner to the Government of India, or any of other person authorized by the Government in that behalf shall be final.

ANNEXURE 'B'

GRAF SAFETY CODE

1. Suitable scaffolds should be provided for workman for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding or staging more than 3.5 meters above the ground or floor, swung or suspended from an over head support or erected with stationery support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform Gangways, and Stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3.5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described in (2) above.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
5. Safe means of access shall be provided to all working platforms and other working places,. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Mtr in length while the width between side rails in rung lader shall in no case be less than 30 Cms for ladder up to and including 3 Mtr in length. For longer ladders this with should be increased at least 6 mm for each addition 30 cms. Uniform step spacing shall not exceed 30 cms.

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger of inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action on other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

6. **Excavation and Trenching**:- All trenches, 1.2 Mtr or more in depth, shall at all times be supplied with at least one ladder for each 30 Meters in length or fraction thereof, ladder shall be extended from bottom of the trench to at least 1 Mtr above the surface of the ground. The sides of the trenches which are 1.5 Mtr or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Mtr of the edge of the trenches half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

7. **Demolition**:- Before any demolition work is commenced and also during the process of the work:-

(a) All roads and open areas adjacent to the work site shall either be closes on suitably protected:-

(b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged;

(c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials a to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in the condition suitable for immediate use; and the contractor should take adequate stapes to ensure proper use of equipment by those concerned.

(a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.

(c) Those engaged in building works shall be provided with welder's protective eye shields.

(d) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.

(e) when workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

(f) The contractor shall not employ men below the age of 18 and women on the work of painting with painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken:-

Signature of Contractor

For Accepting Officer

GENERAL CONDITION (Contd/-)

(i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

(ii) Suitable face masks should be supplied for use by the workers when paints applied in the form of spray or a surface having lead paint dry run bed and scraped.

(iii) Overalls shall be supplied by the contractors to the workmen and adequate facilities provided to enable the working painters to wash during and at cessation of work.

9. When the work is done near any place where there is risk of drowning, all necessary equipment should be provide ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should kept be sustained during the course of the works.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conciseness.

(a) (i) These shall be of good mechanical constructor sound material and adequate strength and free for patent defect and shall be kept in good repairs and in good working order.

(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

(b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under or of 21 years should be-in-charge of any hoisting machine including any scaffold winch or give signal to the operator.

(c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of the hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(d) In case of departmental machine, the safe working load shall be notified by the Electrical Engineer-in- charge. As regards contractor's machines the Contractor shall notify the safe working load of the machine to the Engineer-in- Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

11. Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as Gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described here in shall be maintained in safe condition and no scaffold, ladders equipment shall be altered or removed while it is use adequate washing facilities shall be provided at near places of work.

GENERAL CONDITION (Contd/-)

13. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor
14. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Labour Officer, Engineer-In- Charge, of the department of their representatives.
15. Not with standing the above clauses from (1) to (14) there is nothing in these to exempt the contractor, to exclude the operations of any there Act or Rules in force in the Republic of India.

ANNEXURE 'C'

GRAF MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKMEN EMPLOYED BY CONTRACTORS

1. **Application:-** These rules shall apply to all the building and construction works in charge of GREF.
2. **Definitions:-**
 - (a) 'Workplace' means a place at which, on an average, or more workers are employed in connection with construction work.
 - (b) 'Large workplace' means a place at which, on an average 500 or more workers are employed in connection with construction work.
3. **First-Aid:-**
 - (a) At every workplace, these shall be maintained in a readily accessible place. First-aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in large work places, they shall be placed under the charges of a responsible person, who shall be readily available during working hours.
 - (b) At large workplaces, where hospital facilities are not available within easy distance of the works, First- aid posts shall be established and be run by a trained compounder.
 - (c) Where large workplaces are remote from regular hospitals an indoor ward shall be provided with one bed for every 250 employees.**
 - (d) Where large workplaces are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facility such as a car shall be kept readily available to taken injured person suddenly taken seriously ill, to the nearest hospital.**
4. **Accommodation of Labour:-** The contractor shall during the progress of the works provide, erect, and maintain at his own expense and to approved standards and scales all necessary temporary.
 - (a) Living accommodation.
 - (b) Bazar
5. **Drinking water:-**
 - (a) In every workplace, there shall be provided and maintains at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - (b) Where drinking water is obtained form an intermitted public water supply, each workplace shall be provided with storage where such drinking water shall be stored.
 - (c) Every water supply of storage shall be at a distance of not less than 15M from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water, proof.
 - (d) A reliable pump shall be fitted to each covered well, a trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least one a month.

GENERAL CONDITION (Contd/-)

6. **Washing and Bathing Places:-**

(a) Adequate washing and bathing places shall be provided separately for men and women.

(b) Such places shall be kept in clean and drained conditions.

7. **Scale of Accommodation in Latrine and Urinals:-**

These shall be provided within the precinct of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of them shall not be less than the following scales.

Srl No		No of seats
(a)	Where the number of persons does not exceed 50	2
(b)	Where the number of persons exceeds 50 but does not exceed 100	3
(c)	For every additional 100...	3 per hundred

In particular cases, the Officer Commanding shall have the power to vary the scale, where necessary.

8. **Latrines and Urinals for Women:-**

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "FOR WOMEN ONLY" shall be provided on the scale laid in Rule 7. Those for men shall be similarly marked "FOR MEN ONLY". A poster showing the figures of a man and woman shall also be exhibited at the entrance of latrines for sex. There shall be adequate supply of water close to the latrines and urinals.

9. **Latrines and Urinals:-**

Except in workplaces provided with flushed latrines, conducted with a water bore sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacle shall be tarred inside and outside at least once a year.

10. **Construction of Latrines:-**

The inside walls shall be constructed of masonry or some suitable heat resisting non absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection.

11. **Disposal of Excreta:-**

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excrete by incineration at the workplace shall be made by means of a suitable incinerator approved by the local Medical, Health and cantonment authorities. Alternatively, excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 15 cms layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn in to manure).

The Contractor shall at his own expense, carry out all instructions issue to him by the Engineer - In - charge, to effect a proper disposal of soil and other conservancy work in respect of the Contractor's work- people or employee on the site. The contractor will bear the cost of any charges levied by the cantonment Authority for the execution of such work on his behalf.

12. **Provision of shelters during rest:-**

At every workplace there shall be provided, free of cost, four suitable sheds and two for meals and two others for rest, separately for men and women for the use of labour. The height of the shelter shall not be less than 3.5 Meters from the floor level to the lowest part of the roof.

13. **Crèche:-**

(a) At every workplace, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years, belonging to such women. One hut shall be used for infant's games and play, and the other as their bedroom. The huts shall not be constructed on a lower standard than the following: -

(i) Thatched roofs, (ii) Mud floor and walls, (iii) Plants spread over a mud floor and covered with matting.

GENERAL CONDITION (Contd/-)

(b) Where the number of women workers is more than 25, but less than 50, the contractor shall provide at least one hut and one Dai to look after the children of women workers.

(c) The size of creche or creches shall vary according to the number of women workers.

(d) The creche or creches shall be properly maintained and necessary equipment like toys, etc, shall be provided.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place cleans. There shall be two 'dais' in attendance. Sanitary utensils shall be provided to the satisfaction of the local Medical, Health and Cantonment Authorities. The use of the huts shall be restricted to children, their attendants and mothers of the children.

14. **Canteen:** - A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

15. The planning, sitting and erection of the above buildings shall be approved by the Engineer-in- Charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the entire satisfaction of the Engineer-in- Charge and at the Contractor's expense. The contractor shall conform generally to the sanitary requirements of the local Medical, Health and Cantonment Authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.

On completion of the works the whole of such temporary buildings shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of site left clean and tidy to the entire satisfaction of the engineer-in- charge and at the contractor's expense.

Signature of Contractor

For Accepting Officer

SPECIAL CONDITIONS

HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

Wherever the phrases Commander Works Engineer (CWE) and Garrison Engineer (GE) have been used in the General Conditions of Contract (IAFW-2249) the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in Border Roads Organization.

1. **DEFINITION:**

1.1 The following special conditions shall be read in conjunction with General Conditions of contracts IAFW-2249, including amendments thereto. If any provision of these special conditions is at variance with the General Conditions mentioned, the condition of special conditions shall be deemed to take precedence over condition of General Conditions.

2. **SCOPE OF WORK:**

HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

(a) **Make, Type and Vintage:**- Make of HMP should be of any reputed company.

(b) **Capacity:** - Minimum capacity of HMP should be 20/30 TPH.

(c) **Location:** The location of HMP (to be hired) should be in at **KM 84.00 ON RISHI-RONGLI-KUPUP ROAD.**

(d) **Genset:**- It will be the responsibility of the contractor to provide the Gen sets required for running of HMP without any additional cost.

3. **VISIT TO SITE:-**

(a) The Contractor is advised to visit the site of work by making prior appointment **with OC 130 RCC, C/o 99 APO** and make himself familiar with the working conditions, road accessibility etc which affects the work.

(b) The contractor shall be deemed to have fully inspected the work site and satisfied himself with the specifications of work contained in the tender documents and no extra charges consequent upon any misunderstanding or otherwise which may arise later shall be allowed.

(c) The Contractor shall be deemed to have been fully conversant with the conditions prevailing at site where the work lies, like restrictions in plying of vehicles imposed by the security forces and also the liability for the security check etc. The department will not be responsible for any eventualities due to security risks/ requirements.

4. **REQUIREMENT OF HMP**

4.1 The contractor shall position the HMP as per Schedule 'A' with all accessories and the HMP shall be made functional in all respects **within 20 days of placing of Work Order**. The plant mentioned in the Schedule "A" will be arranged by the contractor under his own arrangement without any extra cost. The trial run of the HMP will be the sole responsibility of the contractor.

SPECIAL CONDITION (Contd/-)

5. OFF ROAD PERIOD:

5.1 Entire crew i.e, Operators/Mechanics etc as required to run the HMP, Gen set and spare parts will be provided by the contractor at his own arrangement to make the HMP in functional state all the time. The rates shall be inclusive of crew member.

5.2 HMP or Gen set should not be off road for more than 10 days continuously in a month and maximum up to 12 days in a month including closed holidays for entire period of contract ie 180 days.

5.3 Any damages occurring to the HMP or Gen set will be sole responsibilities of the firm/contractor. On occurring of major damages, the new HMP will be provided by the contractor immediately without any extra cost on this account.

6. CONTRACTOR'S PLANT AT SITE:

6.1 The Contractor shall furnish to the Engineer-in-Charge a distribution return of his HMP on the work site stating the following particulars:-

(i) Particulars of HMP i.e., Make, Manufacture's No., Model No, Registration No, capacity, year of Manufacture, year of purchase etc.

6.2 For the purpose of this condition, plant shall include plant, but not the workmen's tool and/or any manually operated tools.

6.3 No tool, HMP shall be removed from the site by the contractor without written approval of OC Contract.

7. HOLIDAYS:

7.1 Decision of OC Contract will be final on any Govt. Holidays. In case of bandh/strike by locals, no idling charges will be paid extra to the contractor. No charges will be paid by Deptt on non-working days.

8. SPARE PARTS

8.1 Sufficient spare parts should be made available at site by the contractor on his own arrangement.

9. PERIOD

9.1 The period of hiring of HMP will be 180 days. The period of hiring will be reckoned from the date of placing Work Order.

10. MEASUREMENT FOR PAYMENT

10.1 The measurement for payment will be done on hrs basis run of HMP.

11. **POL:** The POL will be provided/arranged by the department during operation of the HMP and Gen set. No POL will be issued to the contractor directly.

12. Blank

13. CREW

13.1 The operator, required to run the HMP and Gen set shall be provided by the contractor without any extra cost. The operator must be in possession of valid and experience in for operating the HMP.

14. MAINTENANCE AND REPAIRS

14.1 During the period of hiring, all tools, spare parts, mechanic etc are to be provided by the contractor. All expenditure towards maintenance of HMP and Gen set, repair charges, Cost of spare parts etc shall be borne by the contractor and inclusive in the unit rates quoted by the contractor in schedule 'A'.

Signature of Contractor

For Accepting Officer

SPECIAL CONDITION (Contd/-)

15. RETURN OF HMP:

15.1 On completion of work, OC contract will issue completion certificate for the work and further the contractor will be permitted by OC contract in writing to take away the HMP under his own arrangement and at his Risk and Cost.

16. 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 6-A and 7 of General Condition of contract- IAFW-2249. The rates quoted shall be final and valid up to 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 / permissible during the currency/execution of the contract. **This condition will supersede the condition 63 of General Condition of Contract of IAFW-2249.**

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

(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-imburement/refund for variation in rates of taxes, duties, royalties, Octroi & other levies, and/or imposition/abolition of any new/existing taxes, duties, Royalties, Octroi & Other levies shall be made 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.

SPECIAL CONDITION (Contd/-)

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

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

18. LEGAL JURISDICTION

18.1 Legal jurisdiction for this contract agreement shall be "Gangtok" High Court" only.

19. APPOINTMENT OF ARBITRATOR- (APPLICABLE ONLY FOR CONTRACT AGREEMENTS TO BE EXECUTED BETWEEN BRO AND A PUBLIC ENTERPRISE OF INDIA)

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

20. BOARDING/LODGING

20.1 Boarding/lodging arrangements for crew shall be the responsibility of the contractor. The department does not take any responsibility for the same.

21. SECURITY AND PASSES:-

21.1 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.

21.2 The contractor and his agents, servants and all his persons related to work shall observe the rules formulated by the authority controlling the area of work. 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 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.

21.3 The Contractor shall employ only Indian Nationals/Bhutanese 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.

21.4 In case of accident during transit and hiring period and subsequent claims by pers/agency/Deptt involved in the accident, responsibility of pursuing court case/compensation cases will rest with the contractor.

Signature of Contractor

For Accepting Officer

SPECIAL CONDITION (Contd/-)

21.5 In case of total loss of the eqpt due to any reasons, natural or otherwise whatsoever, the loss will be borne by the contractor.

22. **RATES:-**

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

22.2 Rates quoted by the contractor / tenderer shall be deemed to be inclusive of all such contingencies during execution of contract till completion of contract and all applicable taxes in Sikkim.

23. **EMPLOYMENT OF LOCAL LABOUR**

23.1 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

24. **INSPECTION**

24.1 Inspection of work at different stages will be carried out by Engineer-in-Charge / OC Contract or any other Officer of the contract concerned with this work. The contractor shall provide all facilities for such inspection and examination of any part of the work and no special claim on this account shall be accepted by the Department.

25. **PAYMENT OF POSTAL CHARGES OR CHEQUES SENT BY POST**

25.1 In case where the payment through cheque is being made by post to the contractor, the postage charges will be deducted from the net amount due to the contractor.

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

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

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

27. **ELECTRICITY**

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

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

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

29. **HOURS RUN OF HMP**

29.1 Contractor has to ensure HMP run **441 hour in 180 days**. Hours run of HMP shall be of active run for production of bituminous mix.

30. **PENALTY**

30.1 In case a particular HMP of minimum capacity of 20/30 TPH along with other accessories of HMP works less than as mentioned at clause 29.1 above, then Contractor has to pay the **penalty @ Rs 200/-per hour**. Accepting Officer can waive the penalty due to any natural calamity/unforeseen circumstance and reasons beyond contractor's control

Signature of Contractor

For Accepting Officer

SPECIAL CONDITION (Contd/-)

31. USE OF HMP

31.1 The HMP will be used for re-surfacing works on **RISHI-RONGLI-KUPUP ROAD, NEOLA-TUKLA-JWALAMUKHI ROAD, KUPUP-SHERATHANG ROAD, J-N-M ROAD** under 764 BRTF in Project Swastik in the state of Sikkim as directed by Engineer -in - charge.

32. MAINTENANCE OF DAILY RECORD

32.1 Log book/duty slip for HMP and Gen set registration number wise shall be opened by the department. Daily hour run by HMP and Gen set shall be entered in the log book/duty slip. Log book/duty slip shall be signed daily by representative of contractor and Engineer-in-Charge. Monthly summary of log book/duty slip shall be countersigned by OC Contract.

32.2 RAR/Final bill be prepared duly supported by log book/duty slip.

32.3 Daily out-put achieved by HMP to be entered in a register and work diary and jointly signed by representative of contractor and Engineer- in-Charge. Monthly summary of output shall be countersigned by OC Contract.

33. REPLACEMENT OF HMP/OPERATOR

33.1 If at any stage Engineer-in-Charge/OC Contract finds that HMP is not giving the desired output, Contractor has to change the HMP immediately on written instructions from Engineer-in-Engineer/ OC Contract within 15 days.

33.2 If Engineer-in-Engineer/OC Contract feels that operator is not skilled to do the job, contractor without any dispute has to change the operator on written instructions from Engineer-in-charge / OC Contract within a day.

34. PAYMENTS

34.1 Payment of RAR/Final bill will be made based on hourly run of HMP at the rate quoted in respective Part of Schedule "A" to the Contractor after Standard Deductions (Security deposit/Retention money) as applicable. The retention money will be cleared in the final bill and security deposit will be released on production of No claim/No demand certificate from the Contractor and OC Contract respectively duly verified by AO TF after six months from the date of completion of work.

34.2 The payment for the work done will be made only through ECS/NEFT mechanism instead of payment through cheques. Therefore the tenderers should submit their Bank particulars duly filled complete in all respect as per NEFT / RTGS MANDATE FORM placed at serial **page No. 71** of this tender document. No payment will be made through cheques. Since all the branches of private sector banks and most of the branches of public Sector banks have gone on core banking solutions (CBS), it is therefore, advised to attach a blank cancelled cheque or photocopy of a cheque or front page of savings bank pass book indicating beneficiary's name, bank A/c No., Name of bank, IFSC code, so that it would be possible for the concerned controller office/unit formation to make payment through e-mode.

35. TERMINATION OF CONTRACT

35.1. Accepting Officer has the right to terminate the contract by giving one month notice to the contractor in case HMP is no more required by the deptt. or due to any other reasons or due to unsatisfactory performance on the part of the contractor. The contractor shall have no claim or right to represent on this account.

36. **SAFETY MEASURES:** All safety measures at site to men and HMP of the contractor shall be the responsibility of the contractor. Govt/Dept will not be responsible to pay any type of compensation for any untoward incident if taken place i.e. damages to HMP and loss of life due to theft/fraud/natural calamities.

Signature of Contractor

For Accepting Officer

NEFT/RTGS MANDATE FORM

INVESTOR/CUSTOMER'S 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	Ledger 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	Contact number	
M	E-Mail ID	
Note	Please attach a blank cancelled cheque for verification of the above particulars	
	I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effect at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.	

Dated:

Signature of the
Investor/Customer

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

Bank's Stamp
Dated:

Signature of the Authorised Official
From the Bank

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS

HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

1. **Particulars of HMP:-**

(a) **Make, Type and Vintage**:- Make of HMP should be of any reputed company.

(b) **Capacity**: - Minimum capacity of HMP should be 20/30 TPH.

(c) **Location**: The location of HMP (to be hired) should be in **at KM 84.00 ON RISHI-RONGLI-KUPUP ROAD.**

(d) **Genset**:- It will be the responsibility of the contractor to provide the Gen sets required for running of HMP without any additional cost.

2. **POL**: The POL will be provided/arranged by the department during operation of the HMP and Gen set. No POL will be issued to the contractor directly.

3. Boarding/lodging arrangements for operator shall be the responsibility of the contractor. The department does not take any responsibility for the same.

4. The overall administrative control of HMP will be with department during the entire period of contract.

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/27/2017-18** for **HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM** from page **No. 01 to 80** 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
GOVT OF INDIA, MINISTRY OF DEFENCE
HEADQUARTERS CHIEF ENGINEER PROJECT SWASTIK

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

Part - II (FINANCIAL BID)

The following shall form part of this contract agreement: -

Document annexed hereto

S/No	Particulars	Page No
1	Contents	74
2.	BOQ (Schedule 'A') Notes	75 - 76
3.	BOQ (Schedule 'A')	77
4.	Schedule 'B, C & D.	78
5.	Tender, Acceptance	79-80
Total		07 Nos (Pages)

Signature of Contractor

For Accepting officer

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

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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 6-A and 7 of General Condition of contract- IAFW-2249.** The rates quoted shall be final and valid up to 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 / permissible during the currency/execution of the contract.
7. Blank
8. The total period of completion for the work will be of **180 days 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 HMP 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').
14. The works under this contract will be carried out within the working hours as per the directions of OC Contract or the officer so detailed by him for administration of this contract.
15. The tender will be considered for acceptance as a whole and not in parts.

Signature of Contractor

For Accepting officer

SCHEDULE – 'B'

ISSUE OF STORES ETC TO THE CONTRACTOR

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

Srl No.	Particulars	Rate at which Material will be issued to the contractor		Place of issue by name	Remarks
		Unit	Rate		
-NIL-					

SCHEDULE – 'C'

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

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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 : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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: -
 - (i) Particular/technical Specifications.
 - (ii) Ministry of Road Transport & Highways (MoRT&H) specifications for Road and Bridge works (5th revision) published by Indian Road Congress, New Delhi.
 - (iii) Schedule 'A', 'B', 'C' and 'D' attached here to
 - (iv) Special Conditions of the Contract
 - (v) General conditions of contract, IAFW-2249 (1989 Print) including amendments 1 to 16 and errata No 1 to 20.
 - (vi) All other documents forming part of tender document.

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

3. That a sum of **Rs 17, 800.00 (Rupees Seventeen Thousand Eight hundred 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 condition 22 of IAFW-2249 General conditions of contract.

4. To execute all the works referred in the said documents upon the terms and conditions contained or referred to therein at the item rates continued in the aforesaid Schedule "A" or at such other rates to be fixed under the provision of condition 62 of IAFW-2249 and to carry out such deviations as may be ordered vide condition **7** of General Condition of Contracts up to maximum **of 10 percent** and further agree to refer all disputes as required by condition **70** of the General Conditions of the contract (IAFW-2249) to the sole Arbitration of an serving Engineer Officer to be appointed by the Director General Border Roads, New-Delhi or in his absence, by the officer officiating as Director General Border Roads, whose decision shall be final, conclusive and binding. However, in case of disputes with **PSE** and or **PSU** the same will be referred to a Sole Arbitrator to be appointed by Secretary, Bureau of Public Sector Enterprises (refer Special Condition **27** of tender documents)

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

Signature of Contractor

For Accepting Officer

ACCEPTANCE

Name of Work : HIRING OF HMP OF MINIMUM CAPACITY OF 20-30 TPH INCLUDING GEN SET WITH OPERATOR AT KM 84.00 ON RISHI-RONGLI-KUPUP ROAD FOR BC 40 MM THICK WORK (AGAINST RE-SURFACING WORKS) BETWEEN KM 53.538 TO KM 73.248 ON ROAD RISHI-RONGLI-KUPUP, KM 0.00 TO KM 2.970 ON ROAD NEOLA-TUKLA-JWALAMUKHI, KM 0.00 TO KM 8.00 ON ROAD KUPUP-SHERATHANG AND BETWEEN KM 25.000 TO KM 30.976 ON J-N-M ROAD UNDER 130 RCC/764 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM

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 (Contract) 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. **'77'** 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