

**BORDER ROADS ORGANISATION**  
**Ministry of Defence**  
**CHIEF ENGINEER PROJECT DANTAK**

**NAME OF WORK:** **HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

Name of Contractor: \_\_\_\_\_

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(Signature of the Contractor)

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For Accepting Officer

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E-mail : [brodtk@gmail.com](mailto:brodtk@gmail.com)  
Tele : **009752 - 351082/351086/351088**  
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Headquarters  
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C/O 99 APO

80605/ /E8

Jun 2025

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

**NAME OF WORK: HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

Dear Sir (s),

1. A set of tender documents for the above work is forwarded herewith. Please note that tender will be received by the Accepting Officer at the office of the Chief Engineer (P) Dantak C/O 99 APO or at OIC liaison cell located at Supervisor Mess, 19 BRTF, Jaigaon, West Bengal PIN-736182, Ph 8145087696/9970889254 up to **1730 hrs (BST)/1700 hrs (IST) on or before 03 Jul 2025 and Technical Bid (Part-I) of the tender documents will be opened at 1530 hrs (BST) on the 7 Jul 2025**. Tender received after the due date and time will not be considered.

2. Tenderers or their duly authorized representative who have submitted their tenders and who wish to be present at the time of opening of tenders may attend the office of Accepting officer **Chief Engineer (P) Dantak C/O 99 APO** at the above mentioned time.

3. Tender documents may also be downloaded from CPP Portal <http://eprocure.gov.in/epublish/app> and printout is to be taken on A4 size paper. It is advisable that downloaded tender document preferably to be printed through laser printer only. Submission of photocopy of tender is not permitted. **Earnest money**, Integrity Pact duly signed on each page by the bidder(s) and undertaking given at Page No. 28 of tender must be delivered to the Chief Engineer Project along with the T Bid and if **Earnest money** and integrity pact is not submitted along with the T Bid, same shall be rejected by the Accepting officer.

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

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

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

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

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

- (i) Blank.
- (ii) Bid security declaration by un-enlisted contractor and enlisted contractors who have submitted/not submitted standing security deposit.
- (iii) Signed copy of all the Eligibility/Qualification documents required as per tender conditions given at Page No. 03 to Page No.11 of tender documents.
- (iv) Signed copy of Integrity Pact.
- (v) Signed copy of undertaking by tenderer given at Serial Page No. 28 of tender.

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

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

5.2 **Technical evaluation criteria**

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

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

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

The tenderer should have working capital and/or credit facilities of at least 10% (**i.e. 11.25 Lakh**) of the estimated cost of the work (Applicable only for non – enlisted Contractors).

6.1 **Experience**: -Tenderer should have successfully completed or substantially completed with any Govt agencies/PSU/Municipal Corporation/local Govt bodies

three similar works costing not less than the amount equal to 40% of estimated cost of work **i.e. Rs. 45.00 Lakh** or two similar works costing not less than the amount equal to 50% of estimated cost of work **i.e. Rs. 56.26 Lakh** or one similar work costing not less than the amount equal to 80% of estimated cost of work **i.e. Rs. 90.00 Lakh** in last seven & current financial years.

**Similar works means- Hiring of Equipments.**

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For Accepting Officer

**Notes: -**

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

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

**6.2 Available Bid Capacity (ABC)**

**6.2.1** ABC as per formula given here-in-after should be more than the estimated cost of work i.e > **Rs. 112.51 Lakh** given in NIT. Tenderers shall calculate ABC and submit details duly signed on letter head.

**Available Bid Capacity = 2.5 x A x N – B**

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

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

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

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

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

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

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**6.3 Vehicles, Equipments and Plants (VEP):**

**6.3.1** Tenderer should own or have assured access (through hire/lease/purchase agreement/ other commercial means) to the requisite Equipment, Plants and vehicles in good working condition (complete usage life not more than 3 years/3000 hrs for Excavator cum loader) given hereunder: -

<b>S/No</b>	<b>Particulars of Veh/Eqpt/Plant</b>	<b>Nos Reqd</b>
(a)	Hydraulic Excavator cum loader	20

At least 30% of V/E/Ps which are proposed to be hired should be owned by the bidder. The vintage of the VEPs provided for hiring to be calculated from Bid submission end date.

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

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

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

**6.4 Performance and other requirements:**

- (a) There should not be poor/slow progress in running work. (If yes, submit details and reasons of delay to check that these are not attributable to him or am beyond his control.)
- (b) There are no serious defects observed in works which stand unrectified (If yes submit details and reasons).

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- (c) There are no Cancelled/abandoned contracts in which Govt. unrealized recoveries exist (If yes submit details and reasons).
- (d) He/They have not been blacklisted by any Govt. Deptt (If yes submit details and reasons).
- (e) There are no any Govt. dues, outstanding against the firm (If yes submit details and reasons).
- (f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last years in which his views/claims substantially rejected.
- (g) Proprietor/partners/directors of firm are not involved in anti national/social activities and should have neither been convicted nor should any proceedings be pending in court for such activities.
- (h) Firm should have been considered capable of taking more load in work load return circulated by DGBR. In case the firm is not considered capable for taking more work load due to unsatisfactory performance in the running works, in the prevailing report circulated by DGBR their technical bid shall be rejected.

## **6.5 Disqualification**

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

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

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

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

- (a) Hiring of Equipment

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7.3. No JV shall be allowed for furniture works. No JV shall be allowed to participate if either or both the parties are banned/adversely remarked in WLR of BRO or debarred from tendering by any authority.

7.4. Companies other than Indian or Bhutanee shall not be permitted to participate in JV. Security clearance of Foreign Companies having foreign citizenship Directors shall dealt with as prescribed under subsequent para.

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

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

7.6 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.

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- 7.7 JV as a single unit or each party of the JV shall have Permanent Account Number (PAN) and GSTIN. However, if the contract is awarded to the JV, then PAN & GSTIN shall be obtained by the JV as single unit.
- 7.8 The JV shall have two parties. The lead party of the JV shall meet minimum 60% or the percentage of share in the JV (whichever is higher) of the qualifying criteria pertaining to (a) past experience of completed works, (b) Average Annual Turnover, (c) Bank Solvency/ Financially Sound for engagement and (d) Working Capital. Both the parties combined shall meet minimum 120% of the above qualifying criteria The party other than the lead party shall meet minimum 30% of the above qualifying criteria.
- 7.9 Both the Parties of JV shall jointly possess the required T&P, machinery and engineering/ supervisory staff. T&P can be either on ownership basis or lease hold as stipulated in NIT/ tender documents and documentary proof of the same shall be submitted other qualification criteria shall be meet fully/ Jointly by both the parties of JV or as a single unit of JV.
- 7.1.0 In the Residual Bid Capacity (in the formula  $2.5 \times A \times N - B$ , where A= Maximum turnover in last five financial years, N= Period of completion of contracted (tendered) work (in years calculated till two decimal places) and B= Value of balance work in all Govt & Private works), in respect of a JV, values of A and B shall be the sum total of the respective figures of both the parties.
- 7.1.1 Similarly when a Firm/ Contractor working in JV applies for tender (s) in his own capacity (i.e. independently), the part value of A and B of his JV work (s) in proportion to his percentage share in JV shall also be considered against the tender applied in his own capacity and capacity and hence these details shall be submitted by the Firm/ Contractor in his T- bid.
- 7.1.2 JV concluded upto the date of bid submission is permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and / or misleading and/or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in BRO.
- 7.1.3 Party/parties will not be allowed to bid for the same tender in their independent capacity as well as under JV. Also, no party will be allowed to bid for the same tender under multiple JVs. In case of violation (party/parties bidding independently as well as under JV for the same tender, party/parties bidding for the same tender under multiple JVs), the bid of the party/parties concerned as well as the bid(s) of the related JV(s) shall not be opened (i.e. shall not be qualified in T bid Cover '1').
- 7.1.4 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.

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7.1.5 For any of the defaults as under of the JV, administrative action shall be taken against both the parties of the JV: -

- (a) In case of non-submission of physical original documents of cost of tender, EMD- Barring from bidding for six months.
- (b) Due to default in performance of contract etc.- Administrative actions as per existing instructions

7.1.6 Any unrealized recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/fully) form one party, it shall be recovered from other party.

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

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

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

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

**8.2 Available Bid Capacity:**

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

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

Tenderers shall calculate ABC and submit details duly signed.

**8.3 Equipments, Plants and Vehicles:**

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

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

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

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

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

**8.5 Performance and other requirements.**

8.5.1 Tenderer shall submit undertaking that: -

- (a) There is no poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control).
- (b) There are no serious defects observed in works which stand un-rectified (If yes, he will submit details and reasons).
- (c) There are no cancelled/abandoned contracts in which Govt. unrealized recoveries exist (If yes, he will submit details and reasons).
- (d) He/They have not been blacklisted by any Govt. Deptt (If yes, he will submit details and reasons).
- (e) There are no any Govt. dues outstanding against the firm (If yes, he will submit details and reasons).
- (f) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).

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

- (a) Name and address of employer.
- (b) Cause of dispute.
- (c) Amount involved.
- (d) Brief of Court judgment/arbitration award (if published) otherwise present progress.

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8.6 **Working capital:** -

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

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

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

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

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

**Notes:-**

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

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

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

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

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

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

- (i) Schedule- 'A' Notes.
- (ii) Schedule 'A' (to be quoted by Bidder)
- (iii) Schedules 'B', 'C', & 'D'.
- (iv) Tender page

10 **Q bid evaluation**

(i) Arithmetical corrections shall be made as per General condition of contracts **6(A)(A) of IAFW-2249.**

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

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

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

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

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

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

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

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

11 **Earnest Money** :-

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

(b) Unenlisted contractors with BRO/enlisted contractors with BRO, who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting to **187511.00 (Rupees One Lakh Eighty Seven Thousand Five Hundred Eleven Rupees Only)** in the form of Deposit at call receipt/Term deposit receipt/Special Term deposit receipt issued in favour of Chief Engineer (P) Dantak C/O 99 APO by Nationalised/ 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 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 price bids and to successful (L-1) bidder after receipt of security deposit.

(d) However, MSME registered firm should be exempted for submission of EMD.

12. **Performance security**: -

12.1 Within 28 days of receipt of the letter of acceptance, the successful contractor shall deliver to the accepting Officer a Performance Security for an amount equivalent to **5% (Vide HQ DGBR letter No. 24228/DGBR/Policy Instr/2023/32/E8 dated 28 Mar 2023)** of the Contract sum as laid down under condition 19 of IAFW-2249 / Condition 14 A of IAFW -1815 Z (General Conditions of Contract). Work order No 1 shall be placed only after submission of Performance Security Deposit.

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For Accepting Officer

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

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

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

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

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

14. **The tender shall remain open for acceptance for a period of 120 days from bid submission end date.**

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

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

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

17. **Revocation of offer**

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

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

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

20. **The tender documents (Part-I and Part-II) should be submitted/should be dropped in Tender Box kept at the office of Accepting Officer HQ CE (P) Dantak, C/O 99 APO** or at OIC liaison cell located at Supervisor Mess, 19 BRTF, Jaigaon, West Bengal PIN-736182, Ph **8145087696/9970889254 before the date and time fixed for receipt of tender.** The tender received after due date and time shall not be considered for acceptance. BRO shall not be responsible for any postal or other delay and shall not take care to ensure the submission of tender at place and time fixed for receipt of tender.

21. Tender shall be opened immediately after time indicated in Para 1 herein before in the presence of the tenderers or their authorized representative whoever wish to be present. Part-I only shall be opened first on **7 Jul 2025 at 1530 hrs (BST)**. Part II (Priced bid) shall not be opened. Part II (Price bid) envelopes shall be signed by the tender opening officers and some bidders present and shall be put in separate large envelope and sealed by the opening officers. Large envelop shall also be signed by the tender opening officers and some bidders present. This large size envelope containing unopened price bids shall be kept in safe custody of the officer nominated by the Accepting officer for this purpose. Part I (Technical Bid) will be evaluated as per technical evaluation criteria given in the tender documents. Unqualified tenders will also be informed and their Part II (Price Bid) shall be returned unopened separately. The date of opening of price bids will be intimated separately to the qualified firms and the Part II (Priced Bid as sealed in large size envelope) will be opened on the scheduled date in the presence of such tenderers who choose to be present and the amounts quoted by the tenderers shall be read out by the opening officer(s) to the tenderers.

Yours Faithfully

(Signature of the Contractor)

For Accepting Officer

Enclosures: Tender Documents

(Signature of the Contractor)

EE(C)  
SW

For Accepting Officer

**ANNEXURE -I**

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

**THIS JOINT BIDDING AGREEMENT** is entered into on this the.....day  
of.....2024

**AMONGST**

1 .....having its registered office  
at,.....

(hereinafter referred to as the 'First Part' which expression shall, unless repugnant to the  
context include its successors and permitted assigns)

**AND**

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

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

**WHEREAS,**

(A) The BORDER ROADS ORGANIZATION, represented by **Chief Engineer (P) Dantak**  
and Having its office at **CE (P) Dantak PIN : 931708, C/o 99 APO** (hereinafter referred to as  
the "Authority" which expression shall, unless repugnant to the context or meaning thereof,  
include its administrator, successors and assigns) has invited bid by its Tender ID No. CE(P)  
DANTAK/02 OF 2025-26 for **NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC  
EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND  
WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

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

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

NOW IT IS HEREBY AGREED as follows:

**1. Definitions and Interpretations**

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**2. Joint Venture**

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

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

**3. Covenants**

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

**Role of the Parties**

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

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

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

**4. Joint and Several Liability**

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

**Field of expertise**

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

First party

Second Party

**Share of Works in the Project**

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

First party

Second Party

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**5. Representation of the Parties**

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

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

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

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

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

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

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

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

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

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

**6. Termination**

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

(Signature of the Contractor)

EE(C)

SW

For Accepting Officer

**7. Miscellaneous**

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD member by:

SECOND PART

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

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

WITNESS

In the presence of:

1.

2.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**ANNEXURE -II**

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

**INTEGRITY PACT**

This Integrity Pact is made at .....on this ..... day of..... 2025

**BETWEEN**

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

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

AND

.....  
.....

(Name and Address of the Bidder/Contractor)

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

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **CE (P) DTK/02 OF 2025-26** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down, organizational procedure, contract for

.....  
**NAME OF WORK: HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

hereinafter referred to as the “Contract”.

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

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

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

## 1. Commitment of the Principal/Owner

- (a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (i) No employee of the Principal/owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to. “
  - (ii) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional
  - (iii) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (b) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (a) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract,
- (b) The Bidder(s)/Contractor (s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (i) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (iii) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

(iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

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

### 3. Consequences of Breach

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

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

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

(Signature of the Contractor)

EE(C)  
SW

For Accepting Officer

its considered opinion forfeit the entire amount of Earnest Money Deposit / Performance Guarantee / Security Deposit of the Bidder/Contractor.

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

**4. Blank**

**5. Previous Transgression**

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

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

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

**6. Equal Treatment of all Bidders/Contractors/Subcontractors**

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

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

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

**7. Duration of the Pact**

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

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

**8. Other Provisions**

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

- b. Changes and supplements need to be made in writing. Side agreements have not been made.
- c. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- d. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- e. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

## 9. Legal and Prior Rights

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

## 10. Independent Monitors

- a. That the MoD has appointed following Independent Monitors for this Pact:-
- (i) **Shri Narayana Murthy Ganapathy, IFoS (Retd),**  
**Mob No. 9415147429, E-mail : gana\_narayan@yahoo.com**
  - (ii) **Shri Lalatendu Mohanti, IPS (Retd),**  
**Mob No. 9717095659, E-mail : L.mohanti@gamil.com**
  - (iii) **Shri Sanjay Singh, Dir(Contracts), Email:-ddgepcncontract@bro.gov.in**
- Any complaint with regard to violation of IP, whenever received, will be referred to the Independent Monitors for their comments / enquiry.
- b. The task of the Monitor is to review independently and objectively, any complaint received with regard to violation of Integrity Pact and offer comments or carry out enquiry as deemed fit.
- c. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.
- d. That the, Bidder/Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project documentation of the Principal / owner including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the principal/owner and Bidder/Contractor/ Sub- Contractors/ Associates with confidentiality.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

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

(For and on behalf of Bidder/Contractor)

(For and on behalf of Principal/Owner)

WITNESSES:

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

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

Dated:

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**INTEGRITY PACT**

To,

The Chief Engineer  
HQ Project Dantak  
Accepting Officer

Sub: **NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN** Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**INTEGRITY PACT**

To,

-----  
-----  
-----

**Sub: NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

Dear Sir,

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

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

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

Yours faithfully

Chief Engineer  
Project Dantak

EE(C)  
SW  
For Accepting Officer

(Signature of the Contractor)

**ANNEXURE -III**  
**PERFORMANCE GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called “the government”) having agreed to **exempt**..... (hereinafter called "the said Contractor’s) from the demand. under the terms and conditions of an Agreement dated.....Made between..... and.....for..... (hereinafter called "the said Agreement”) of Security deposit for the due fulfilment by the said contractors of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs .....( Rupees.....only) we..... bank Ltd (hereinafter referred as the Bank) do hereby undertake to pay to the Government an amount not exceeding. Rs .....Against any loss or damage caused to or would be caused to or suffered by the Government, by reason of any breach by the said contractor(s) of any the terms or conditions contained in the said Agreement.

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

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

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

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**UNDERTAKING BY AUTHORISED SIGNATORY**

I, the undersigned do hereby under take that our firm M/s \_\_\_\_\_

agree to abide by Terms and Conditions of subject Tender for **NAME OF WORK: HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN** from Page No. 01 to **71** is advertised on the **www.epublish.gov.in** and it shall be binding on us and may be accepted at any time before the expiration of stipulated tender conditions.

\_\_\_\_\_  
(Signed by an Authorized Officer of the firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

[In lieu of IAFW-1779-A (to be use in conjunction with General Conditions  
Of Contract based on and IAFW-2249) (1989 Print)]

**CHIEF ENGINEER PROJECT DANTAK**

http : //www.gref.gov.in  
http : //www.bro.gov.in  
E-mail : brodtk@gmail.com  
Tele : **009752 - 351082/351086/351088**  
Fax : **009752 – 351285**

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

80611/ /E8

Jun 2025

**NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR  
A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF,  
PROJECT DANTAK IN BHUTAN**

Dear Sir (s),

Messrs/Mr \_\_\_\_\_  
of \_\_\_\_\_ is/are hereby authorised to tender for the above work. The  
tender is to be delivered at the Office of the Chief Engineer, Project DANTAK, PIN 931708,  
C/O 99 APO or at OIC liaison cell located at Supervisor Mess 19 BRTF, Jaigaon, West  
Bengal, PIN-736182, Ph 8145087696/9970889254 at **1730 hrs (BST)/1700 hrs(IST) on or  
before 03 Jul 2025** addressed to Headquarters, Chief Engineer, Project Dantak, PIN –  
931708, C/o 99 APO for **“HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER  
FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF,  
PROJECT DANTAK IN BHUTAN”** to be opened Jul 2025 at 1530 hrs (BST).

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

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

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**BORDER ROADS ORGANISATION**  
**CHIEF ENGINEER PROJECT DANTAK**  
**NOTICE INVITING TENDER- 02/2025-26**

1. A sealed tender is invited for “**NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**”

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

**CRITICAL DATE SHEET**

01	Publishing date & time on CPPP website	13 Jun 2025 at 1630 Hrs
02	Bid document download start date	13 Jun 2025 at 1700 Hrs
03	Clarification start date & time (Pre Bid queries)	14 Jun 2025 at 1100 Hrs
04	Clarification end date & time	20 Jun 2025 at 1600 Hrs
05	Bid submission start date & time	21 Jun 2025 at 1100 Hrs
06	Bid submission end date & time	03 Jul 2025 at 1700 Hrs
07	Opening date & time of Technical bid	07 Jul 2025 at 1530 Hrs
08	Opening date of Financial bid	Will be intimated later

3. The estimated cost of work is **Rs 112.51 Lakhs (Rupees One Crore Twelve lakh Fifty one thousand only)** approximately or as subsequently amended in tender documents and uploaded in central public procurement portal site <http://eprocure.gov.in/epublish/app>, BRO website [www.bro.gov.in](http://www.bro.gov.in) and CAB website [www.cab.org.bt](http://www.cab.org.bt). This estimate, however, is not a guarantee and is merely given as a rough guide, and if work costs more or less, tenderer shall have no claim on that account of what so ever nature.

4. The tender shall be based on Specifications, **General Conditions of Contracts IAFW-2249 and item rate contract form based on IAFW 1779-A with Schedule "A"** (List of works) to be priced by tenderers.

5. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstances will a father or 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 the parties liable to rejection.

6. The work is to be completed upto **stipulated Hrs** achieved as mentioned in work order (s) whichever is earlier **but not later than 31 Mar 2026** as subsequently amended in tender documents or uploaded on central public procurement portal site <http://eprocure.gov.in/epublish/app>, BRO website [www.bro.gov.in](http://www.bro.gov.in) and CAB website [www.cab.org.bt](http://www.cab.org.bt) in accordance with the phasing, if any, indicated in the tender from the date of handing over the site, which will be generally within one month from the date of issue of Acceptance letter.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**NOTICE INVITING TENDER (CONTD)**

7. Tender (in full) either downloaded from CPP Portal website will be received at HQ CE (P) Dantak, C/o 99 APO or at OIC liaison cell located at Supervisor Mess 19 BRTF, Jaigaon, West Bengal, PIN-736182, Ph 8145087696/9970889254 at **1730 hrs (BST)/1700 hrs (IST) on or before 03 Jul 2025**. Part - I un-priced bid will be opened on **7 Jul 2025 at 1530 hrs (BST)**. Tender received after due date shall not be considered for opening and no reason for delay or claim whatsoever shall be entertained.

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

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

10. Earnest money is not required to be attached with tender by the valid enlisted contractors with BRO who have submitted standing security deposit and MSME registered firms as per Rule 170 (i) of GFR 2017 but it is required from other contractors and to be attached with Technical Bid for **187511.00 (Rupees One Lakh Eight Seven Thousand Five Hundred Eleven Only)** in the shape of Call Deposit Receipt/Term Deposit Receipt/Special Term Deposit Receipt /Bank Guarantee in favour of Chief Engineer Project Dantak C/o 99 APO obtained from any Nationalized /Schedule Bank having maturity/validity period 90 days more than validity period of his offer.

11. **Successful Bidder (L-1) shall deposit to Accepting Officer a Performance Security for an amount of 5% of contract sum (Vide HQ DGBR letter No. 24228/DGBR/Policy Instr/2023/32/E8 dated 28 Mar 2023) in the shape of Bank Guarantee or FDR within 28 days of issue of LoA.**

12. Copies of drawings (if applicable) and other documents pertaining to the work (signed for the purpose of identification by the Accepting Officer or his accredited representative) and sample of materials and stores to be supplied by the contractor will be opened for inspection at the following locations:- **Chief Engineer (P) Dantak, C/o 99 APO**

13. The tenderer are advised to visit the site by making prior appointment with OC Contract, 102 Road Construction Company, C/o 99 APO and OC Contract, 60 Road Construction Company, C/o 99 APO OC Contract, 63 Road Construction Company, C/o 99 APO and OC Contract, 64 Road Construction Company, C/o 99 APO sufficiently in advance. A tenderer shall be deemed to have full knowledge of all relevant documents, local conditions, sites etc. For further details tenderer may contact telephonically if required, SW, HQ 19 BRTF at **009755- 252201)** and SW, Project Dantak at **009752 – 351082/351086** during office hours.

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

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

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

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

18. The Pre-Contract Integrity Pact has been signed by Accepting Officer or by the Officer specifically designated by him and scanned copy uploaded as part of NIT along with tender documents. Integrity Pact duly signed on each page by the bidder(s) shall be submitted as part of technical bid (Cover-I).

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**NOTICE INVITING TENDER (CONTD)**

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

20. Blank.

21. Blank.

22. Blank.

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

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

25. Blank.

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

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

28. Blank

29. The tender shall remain open for acceptance for a period of **120 days** from bid submission end date.

30. The tender may be accepted as whole.

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

No.80605/ /E8

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

EE (Civ)  
For Accepting Officer  
Dated : Jun 2025

**NOTICE INVITING TENDER (CONTD)**

**Distribution :- For info and wide publicity please.**

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

(Signature of the Contractor)

EE(C)  
SW

For Accepting Officer

<b>NAME OF WORK:</b>	<b><u>NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN</u></b>
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**GENERAL CONDITION OF CONTRACTS**  
**IAFW -2249**  
**FOR**  
**ITEM RATE CONTRACTS (IAFW-1779 A)**

1. A copy of General Conditions of Contract (IAFW-2249: Print 1989) with Errata 1 to 20 and Amendments Nos. 1 to 48 is in my/our possession. I/we has/have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACTS before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof.
2. It is hereby further agreed and declared by me/us that the GENERAL CONDITIONS OF CONTRACT, including Condition No. 70 thereof pertaining to the settlement of disputes by Arbitration (IAFW-2249) and Condition No 71 pertaining to appointment of Dispute resolution Board shall form part of this tender documents.
3. 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 Organisation.

**Note:** - Copy of General Condition of Contracts IAFW-2249 can be referred in the office of HQ CE (P) Dantak/HQ 19 BRTF (GREF), if required.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS**

**NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

**1. GENERAL**

The following Special Conditions shall be read in conjunction with General Conditions of contracts **IAFW-2249**, including amendments thereto, and whereas variation exists the Special Conditions shall take precedence over the aforesaid General Conditions.

The Special Conditions given in succeeding paragraphs shall be read in conjunction with Schedule A, technical specifications and General Conditions of Contracts IAFW-2249. In case of any discrepancies in the various provisions of the contract, the following order of precedence shall be observed: -

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

**2. INSPECTION OF SITES**

The contractor is particularly advised to inspect the site (s) of work by making prior appointment with the **Chief Engineer Project Dantak, C/o 99 APO/Commander 19 BRTF, C/o 99 APO/ OC 60 RCC, C/o 99 APO/ OC 102 RCC, C/o 99 APO/ OC 63 RCC, C/o 99 APO/ OC 64 RCC, C/o 99 APO** so as to acquaint himself with regard to the nature and conditions of site, nature and means of local communication, working hours, conditions of access and all other cognate matters concerning the execution and completion of the work. Any paths, tracks, approaches etc, required for the movement of plants, equipments, machines and vehicles etc to the work site and plate form, bund etc required for the execution of work will be responsibility of the contractor and rates quoted must include these aspects also where required. The tenderer shall be deemed to have inspected the site and made himself familiar with various factors which may affect his quotation where he actually inspects the site or not. No extra charges consequent on misunderstanding or otherwise will be allowed.

**3. LAND FOR OFFICES ETC**

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

(Signature of the Contractor)

EE(C)

SW

For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

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

(a) 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.

(b) 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.

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

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

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

**5. Deleted**

**6. Deleted**

**7. MOVEMENT OF CONTRACTOR VEHICLES**

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

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

**8. SECURITY RESTRICTIONS**

8.1 Contractor intention is invited to condition 25 of IAFW-2249 contractor shall employ only Indian National/Bhutanese after verifying their antecedents and loyalty. The contractor shall on demand by the Engineer-in-Charge / OC Contract, submit list of his agents, employees and work people concerned and shall satisfy the Engineer-in-Charge / OC Contract as to the bonafide credential of such people.

(Signature of the Contractor)

EE(C)

SW

For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

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

8.3 Necessary assistance will be extended to the contractor by the department for providing passes/permits to the contractor, his representative and workmen to enter the state.

**9. FREE ACCESS TO SITES AND LOOKING AFTER OF WORKS**

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

**10. TAXES ETC**

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

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

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

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

**UNDERTAKING CERTIFICATE**

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

Signature with date :  
Name of the bidder :  
Name of firm with address :

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

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

**GST: ZERO RATED SUPPLY CERTIFICATE**

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

Consignee Unit

Indian firms may refer to rule 16 of IGST Act 2017 and Notification No. 42/2017-Integrated Tax (Rate) Ministry of Finance dated 27 Oct 2017.

**11. RE-IMBURSEMENT/REFUND ON VARIATION IN "TAXES DIRECTLY RELATED TO CONTRACT VALUE"(As per latest policy dated 24228/DGBR/Policy Instr/2017/100/E8 dated 25 Aug 2017)**

(a) The rates quoted by the contractor shall be deemed to be inclusive of all taxes, (including GST on materials, GST on Work Contracts, turnover tax, Labour Welfare cess /tax Ecological and Environment cess etc), duties, Royalties, Octroi & other levies payable under the respective statutes. 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 Govt. at certain percentage rates of Contract Sum / Amount shall be termed as "taxes directly related to contract value" such as GST on works contracts, turnover tax, Labour Welfare Cess /Tax and like but excluding Income Tax. The tendered rates shall be deemed to be inclusive of all "taxes directly related to contract value" with existing percentage rates as prevailing on last due date for receipt of tenders. Any increase in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be reimbursed to the contractor and any decrease in percentage rates of "taxes directly related to contract value" with reference to prevailing rates on last due date for receipt of tenders shall be refunded by the contractor to the Govt. / deducted by the Govt. from any payment 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 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 furnish, verified in such a manner as the OC Contract may require, any documents so kept and such other information as the OC may require.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

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

**12. SECURITY OF DOCUMENTS**

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

**13. FOREIGN EXCHANGE/IMPORT LICENCE**

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

**14. CONTRACTOR’S VEHICLES/PLANT AND EQUIPMENT AT SITE**

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

- i) Particulars of Plant/equipment i.e. Make, Manufacture’s No, Model No, if any, Registration No, if any, capacity, yearn of manufacture, year of purchase etc.
- ii) Total quantity on site of work.
- iii) Location indicating quantity at the site of work.

(b) For the purpose of this condition, plant/equipment shall include vehicles, trucks, Cranes, Heavy Lifting Equipment, Welding Machine, Gas cutter and lorries but not the workmen’s tools and/or any manually operated tools/equipment.

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

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

S/No	Particulars of plant/ equipment	Total No at site of work	Location	Remarks

Addition Since.....  
Reduction Since.....

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

(f) The contractor’s attention is invited to condition 34 of General Conditions of Contracts according to which no tool, plant/equipment shall be removed off the site without written approval of the OC Contract.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

15. Deleted

16. Deleted

17. Blank

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19. **FOSSILS**

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

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

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

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

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

20. **TIME AND PROGRESS CHART**

(a) The time and progress chart to be prepared as per the General Condition of Contract shall consist of detailed network analysis and a time schedule. The critical path network will be drawn jointly by the OC Contract and the Contractor soon after acceptance of the Tender. The time scheduling of the activities including a network for the preliminary arrangements for mobilization of resources e.g. manpower, plants and machineries will be done by the Contractor, so as to complete the work within stipulated time.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

(b) On completion of the time schedule a firm calendar date schedule will be prepared and submitted by the contractor to the OC Contract who will approve if after due scrutiny. The schedule will be submitted in quadruplicate within six weeks from the date of handing over the site.

(c) During the currency of work, the Contractor is expected to adhere to the time schedule and this adherence will be a part of the contractor's performance under the contract. During the execution of the work, the Contractor is expected to participate in the review and updating the network undertaken by OC Contract. These reviews may be undertaken at the discretion of the OC Contract either as periodical appraisal measure or when the quantum of work ordered on the Contractor is substantially changed through deviation order or amendments. Any revision of the schedule as a result of the review will be submitted by the Contractor to the OC Contract within a week who will approve it after due scrutiny. The Contractor will adhere to the revised schedule thereafter. In case of the contractor's not agreeing to the revised schedule the same will be referred to the Accepting Officer whose decision will be final, conclusive and binding. OC's approval to the revised schedule resulting in a completion date beyond the stipulated date(s) of completion shall not automatically amount to grant of extension of time. Extension of time shall be considered and decided by the appropriate authority mentioned in condition 11 of General Conditions of Contracts and separately regulated.

(d) The Contractor is expected to mobilize and employ sufficient resources to achieve the detailed time schedule within the broad framework of the accepted methods of working and safety.

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

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

Contractor shall make his own arrangements for obtaining necessary permit from local authorities for plying his equipments for the work in accordance with the rules and regulations of the land.

**22. ELECTRICITY AND WATER SUPPLY**

No electricity or water will be supplied by the department. The contractor shall make his own arrangement for execution of the work.

**23. RATE QUOTED**

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

(b) The rate quoted shall also include transportation of equipment upto work site including loading/unloading.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS CONTD**

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

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

**25. MEASUREMENT**

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

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

**26. ACCEPTANCE OF WORK DONE**

The Engineer-In-Charge shall exercise control over the quality of materials and work done by carrying out tests for the specified properties as per frequencies given in particular specifications and specifications of relevant IS/BIS.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

27. -BLANK-

28. -BLANK-

29. Deleted

30. **PAYMENT**

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

(a) No advance payment will be made to the contractor against any material if not properly safeguarded against loss / damage due to natural calamities / theft. (Condition 64 of IAFW-2249 shall be deemed amended to this extent).

(b) No payment shall be made for any rejected work

(c) Taxes (Income tax, GST, Labour Cess etc) shall be deducted at source from the payment due to contractors as per prevailing laws / statutory orders and TDS certificate shall be issued to the contractor.

(d) All payments will be made by e-payment / account payee cheque.

31. **CO-OPERATION WITH OTHER AGENCIES**

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

32. **SUPPLY OF COLOUR RECORD PHOTOGRAPHS, ALBUMS AND VIDEO CDs**

Contractor shall provide/supply of colour record photographs, Album and video CDs at various stages/facts of the work without any extra cost as per clause 121 of MoRT&H specification for road and bridge works (Fifth Revision).

33. **Deleted**

34. **TRAFFIC MOVEMENT**

Contractor shall ensure that no hindrance to traffic movement shall occur during execution of work. However, if the traffic movement disrupt due to land slide or any other unforeseen reason, then contractor shall make all efforts to restore traffic movement within time as directed by the OC Contract/Engineer-in-Charge. If contractor is unable or willing to restore traffic movement, Engineer-in-Charge may take action as per condition 8 of IAFW-2249. Contractor shall immediately intimate regarding closure of the road to Engineer-in-Charge and local administrative authorities.

35. **VENUE OF ARBITRATION**: Place of arbitration hearing shall be fixed by sole Arbitrator.

36. **DEFECT LIABILITY PERIOD** (Refer Condition 46 of IAFW 2249).

Defect Liability period shall be **Thirty Six calendar months** irrespective of what is specified in Condition 46 of IAFW 2249. Performance Guarantee of **5% of contract sum (Vide HQ DGBR letter No. 24228/DGBR/Policy Instr/2023/32/E8 dated 28 Mar 2023)** as submitted in terms of Condition 19 of IAFW-2249 shall be retained till expiry of defect liability period and shall be refunded to the contractor after the expiration of defect liability period provided always that the contractor shall first have been paid the final bill and have rendered a No-demand certificate (IAFA-451) in terms of condition 68 of IAFW-2249.

(Signature of the Contractor)

EE (C)

SW

For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

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

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

- (a) Disputes relating to levy of compensation for delay in completion, actual amount of compensation.
- (b) Disputes relating to technical examination of works.
- (c) Disputes relating to interpretation of the provisions of the contract with reference to their application to parties.
- (d) Disputes relating to non return of Schedule 'B' stores over-issued to contractor.
- (e) Disputes relating to assessment of loss/damage occurred in executed work only (and not for contractor's material & V/E/P) due to natural calamities.
- (f) Any other disputes having fair chances of being resolved by conciliation and considered fit to be conciliation by the parties.

**38.2 COMMENCEMENT OF CONCILIATION PROCEEDINGS**

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

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

**38.3 Number of Conciliators**

38.31 There shall be a sole conciliator.

**38.4 Appointment of Conciliator**

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

**38.5 STATUS OF EFFECT OF SETTLEMENT AGREEMENT**

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

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

**39. DISPUTE RESOLUTION BOARD (DRB) APPLICABLE FOR CONTRACTS OF VALUE MORE THAN Rs.10 crore.**

(a) During execution of this works or after completion or after determination/cancellation/termination of the contract all disputes between the parties to contract arising out of the contract (except those for which decision of Accepting Officer or any other officer is expressed to be final and binding). 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 Dispute Resolution Board (DRB). In case of disagreement with the decision of such DRB, any party may invoke arbitration clause.

(b) The constitution of the DRB shall be a three member body as under: -

(a) Chairman: DDG of the concerned ADGBR. Where DDG is not posted in the ADGBR, any other senior level Col/Director posted in ADGBR shall be nominated by ADGBR at his sole discretion.

(a) Member 1 } Col/Director rank Officers of ADGBR or of any other  
(b) Member 2 } CE (Project) be nominated by ADGBR

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

- (c) The name of Chairman and members shall be notified by the Accepting Officer within one month of the date of acceptance of Contract.
- (d) Once the DRB is constituted the members and Chairman shall disclose in writing their neutrality and impartiality about any personal interest in the work.
- (e) The dispute shall be referred to the Chairman of DRB by the concerned party after giving notice to the other party for invoking of this clause.
- (f) The DRB shall decide the dispute in accordance with the terms of the Contract, principle of natural justice, equity and fair play.
- (g) The DRB may fix oral hearing at a place, date and time as decided by the Chairman.
- (h) The requisite administrative support to the DRB shall be provided by the Accepting Officer.
- (i) All the contract documents pertaining to the case shall be provided by the Accepting Office for reference by the DRB.
- (j) DRB shall give its decision on the disputes within three months of notice from any party invoking the DRB clause. This period can be extended by one month with the consent of the parties.
- (k) All the decisions given by the DRB shall be by majority and such decisions shall be communicated in writing by Chairman to the parties.
- (l) If the decision of the DRB is not to the satisfaction of either party or if the DRB fails to given decision within the laid down time either party shall indicate his reservations on the decision to Accepting Officer within 30 days of such decision and to refer that dispute for arbitration.
- (m) It shall be mandatory for the party invoking arbitration on any particular dispute to have first exhausted the remedy provided under the DRB clause for that particular dispute.
- (n) The mandate of the DRB shall terminate on completion of one year from the date of completion/determination/cancellation/termination of the contract.
- (o) If any member or Chairman of the DRB is unable to function due to any reason whatsoever, or he resigns his appointment, concerned ADGBR shall fill the vacancy so caused within 125 days of happening of such vacancy.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

- (p) Any dispute referred to the DRB and having been decided by the DRB and not objected to by either party within 30 days shall attain finality and shall not be referable to arbitration.
- (q) Accepting Officer shall ensure implementation of the decisions of the DRB dwhich attain finality, i.e. except those which are objected by him or by contractor within 30 days as per Para 2 above.
- (r) Findings and decision of DRB shall be admissible as evidence, to the extent permissible as per law, in the subsequent Arbitration and/ or litigation.
- (s) DRB Chairman/member shall not in any case, be liable to be called as witness or to produce any evidence in any Arbitration or departmental proceedings of any kind.
- (t) During execution of work the disputes may be referred to the DRB as per the requirement of each party after having exhausted the decision making process provided in the contracts. In case of completion of work or after determination/cancellation/termination of the contract all the disputes including payment/non-payment/delay in final bill shall be simultaneously referred to the DRB within six months of completion/determination/cancellation/termination of contract.
- (u) The department case before the DRB shall be presented by Accepting Officer himself and/ or Dir (Contract) of CE Project assisted by Task Force Commander and his SW, OC RCC/BCC and any other officer and legal counsel nominated by Accepting Officer. The Contractor may present his case by himself and/ or by his nominated reps & authorized legal/technical counsel.

**40. ARBITRATION (REFER CLAUSE 70 OF CONDITION OF CONTRACT OF IAFW-2249)**

All disputes or differences arising as aforementioned, other than those for which the decision of the Accepting Officer or any other person is by the contract expressed to be final and binding shall be referred to sole arbitrator under condition No 70 of General Conditions of contract IAFW-2249 after written notice by either party of the contract to the other of them. In addition to above Arbitration and conciliation (Amendment) Act 2015 will also prevail.

**41. LEGAL JURISDICTION:** Legal jurisdiction for this contract agreement shall be “**Courts at Kamrup (M)/ Guwahati in the State of Assam**”.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

**42. HIRING CHARGES OF LAND:** Payment of rent for road side land if any where temporary accommodations/ shed will be installed based on the requirement of Daily works will be payable by Contractor and this will not be reimbursable by the Deptt.

**43. CONTRACT LABOUR (R&A) ACT 1970**

The contractor shall get himself registered with Regional Labour Commisiioner, Guwahati as required under contract labour (Regulation and Abolition) Act 1970. If he does not fall within the purview of said act, he shall obtain a no objection certificate from ALC, Jalpaiguri to above effect. A copy of the certificate of registration or the no objection certificate (as the case may be) shall be submitted by him to the Accepting Officer within 15 days of the award of the work. In the event of his non-compliance, the contractor shall be liable for punitive action under CL (R&A) Act 1970.

**44. LOSS OR DAMAGE ON ACCOUNT OF ENEMY ACTION**

(a) If as a result of enemy action, the contractor suffers any loss or damage, the Government shall reimburse to the contractor such loss or damages, to the extend and in the manner herein after provided:-

(i) The loss suffered by him on account of any damage or distruction of his equipment (as defined in condition 11 (2) above), the amount of losses assessed by the Accepting Officer of the contract on this account shall be final and binding.

(ii) Compensation paid by him under any law for the time being in force to any workmen employed by him for any injury caused to him or the workmen's legal successor for loss of the workmen's life.

(b) No requirement shall be made nor shall any compensation be payable under the above provisions unless the contractor had taken Air Defence Precautions ordered in writing by OC concerned or in the absence of such orders, reasonable precautions. No re-imburement shall be made nor shall any compensation be payable for any equipments not laying on the site of work at the time of enemy action.

**45. REGISTRATION FEE/TRADE TAX/INCOME TAX ETC.**

Tendered rates/amount shall also be deemed to include the payment of all taxes like Registration fee, Trade Tax, Income Tax and other taxes/levies to be paid to the Govt of India/Royal Govt of Bhutan already in force and as may be modified from time to time. The contractor may ascertain full details on this respect from the concerned department(s).

**46. ADJUSTMENT OF TAX CONSEQUENT UPON AMENDMENT TO CONSTITUTION**

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

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**SPECIAL CONDITIONS (CONTD)**

**47. ESCALATION**:- No claim of reimbursement in increase of labour wages, cost of POL and materials is admissible under this contract including extended period, if any.

**48. INCOME TAX**:- Indian Income Tax @ 2% and BCT (@ 3% for Indian Contractors and @ 2% for Bhutaneese Contractors) will be deducted at source as applicable.

**49. DEDUCTION OF TAX AT SOURCE**:- Indian Income tax and BCT shall be deducted at source as applicable

**50. REGISTRATION**:- Contractor is required to get his firm registered with GST and Asst Labour Commissioner of the area under Contract Labour (R&A) Act and Building and other construction workers Act. A Copy of valid registration certificate issued will be submitted to OC Contract while processing RARs / Bills.

**51. MANDATORY REQUIREMENT FOR MAKING PAYMENTS: E-PAYMENT THROUGH NEFT/RTGS/ECS/EBS (THIS SUPERSEDES CONDITION 66 OF GENERAL CONDITIONS OF CONTRACT OF IAFW-2249.)**

51.1 All payment will be made through E-payment and hence tenderers must furnish NEFT Form duly signed by the Bank Authorities.

**Appendix-A to special conditions No 51**

**NEFT / RTGS MANDATE FORM**

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

**Note:** - Please attach a blank cancelled cheque for verification of the above particulars.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected due to incomplete or incorrect information of the bank details, I will not hold the payment releasing authority responsible for it.

Dated:

Signature of the Contractor (Seal)

(Signature of the Contractor)

EE (Civ)  
SW  
For Accepting Officer

**CERTIFICATE BY BANK**

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

Seal of Bank  
Dated :

(Signature of the branch manager of the Bank)

52. **Deleted**

**Annexure-I to special conditions**  
**FORMAT FOR BANK GURANTEE FOR ADVANCE PAYMENT**

From:  
Bank \_\_\_\_\_  
To  
The President of India  
Sir,

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

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

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

(Signature of the Contractor)

EE (Civ)  
SW  
For Accepting Officer

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

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

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

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

Yours faithfully,

Place: \_\_\_\_\_

Date : \_\_\_\_\_

For \_\_\_\_\_ Bank  
(Authorised Attorney)  
Seal of Bank

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**PARTICULAR SPECIFICATIONS**

**HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

**GENERAL**

1.1 The work under this Contract will be carried out in accordance with BOQ and the Specifications referred as in the succeeding paragraphs.

**2. SPECIFICATION**

**2.1 Minimum holding of EQUIPMENT in the name of the participating firm.**

At least 30% of equipment which are proposed to be hired should be owned by the bidder. Bidders have to enclose the Registration Certificate (RC) of the equipment in the name of their firms along with the tender. The source and mode of making availability of the balance equipment should be through assured ownership.

**2.2 Requirement of the documents to be furnished at the time of tender.**

(a) Registration certificates of equipments along with the record of engine number and chassis number of equipment.

(b) Bill/ invoice with GST duly paid in the name of the bidder for the equipment to be procured.

(c) Valid comprehensive insurance up to the period for which equipments are to be hired.

(d) Certificate regarding fulfillment of pollution norm.

(e) Holding of valid driving license by the Operator with five years experience.

**2.3 Quoting Rate of Hiring.**

Bidders to quote the rate of hiring excluding the rate of fuel but deemed to be inclusive of all taxes, viz work contract tax, terminal taxes, royalty, octroi, sale tax NAT/GST, service tax, labour welfare cess or any other taxes and like levies payable under the respective existing states etc.

**2.4** Fuel will be issued to the contractor by the department from the location mentioned in the contract on the request of the contractor.

**2.5 Maximum Vintage & Usage of EQUIPMENT at the time of tender.**

The vintage of excavators and other earth-moving/excavating machines should not be more than 03 years and the usage life should not be more than 3000 Hrs on the date of induction of the Equipment.

The vintage of the Equipment provided for hiring to be calculated from Bid submission end date.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**2.6 MINIMUM UTILISATION OF EQUIPMENTS.** The minimum utilisation of hired equipments should not be less than 06 hrs in a day. If the equipment runs less than 6 hrs a day due to rainy season, etc , the equipment shall be utilized to make up the same during the month. The output of excavator cum loader should not be less than 12 cum/hr for excavation in trenches upto 3 m deep in ordinary soil, 6 cum/hr for excavation in trenches upto 3 m deep in soft rock, 60 cum/hr for soil loading and 25 cum/hr for aggregate loading

**2.7 Pollution clearance.** Obtaining pollution clearance for the equipment is the responsibility of the contractor and has to be taken within the time stipulated for the induction/ commissioning period.

**PENALTY ON DELAY IN INDUCTION/COMMISSIONING OF HIRED EQPT.**

**Commissioning of equipment.** The contractor shall commission the equipment as per the time schedule given in the Work Order.

**Transportation and Commissioning/ De-commissioning charges.** All the transportation and commissioning charges for induction and de-commissioning charges for the de-induction of equipments are to be borne by the contractor.

**Delay in Induction/ Commissioning of equipment.** Failure on the part of the contractor, to meet the timelines given in the Work order for the commissioning of equipment as per the schedule given in the Work order, will attract a penalty @ 0.5% of the contract value of that group for which the rate is quoted per week or part of the week on pro-rata basis of delayed period for the individual items where delay has taken place subject to maximum of 10% of the contract value. However, in case of inaccessible site conditions due to natural calamity, and incidences beyond human control, the penalty may be waived off on justifiable grounds by the Accepting Officer as the case may be. To waive off this penalty may be decided by the Accepting officer where the conditions are beyond the control of the contractor by recording reasonably to justify the same.

**CANCELLATION OF CONTRACT.** Involvement of any Equipment in theft, fraud or sale of illegal contraband items or fuel, duly supported by proofs and F.I.R. of police shall lead to immediate cancellation of the Contract.

**FIXING OF OUTPUT OF EQUIPMENT.** After delivery of equipments, at the defined site or place of installation, a trial run for 10 hrs for Equipment and Plant will be conducted to evaluate its performance by detailing a Technical Board Of Officers(TBO) by the concerned Task Force and to be Presided over by an officer not below the rank of EE/ Lt Col/Maj. The Technical Board Of Officers convened by HQ BRTF to include the OC Wksp, one officer from TF, one officer from the user unit and the contractor or his rep as members. The TBO will be approved by Commander TF.

**FIXING OF NORMS FOR FUEL CONSUMPTION.** Fuel consumption of equipments is to be determined by the same TBO in case fuel is to be provided by the

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

department, as detailed to evaluate the performance/output of equipment, which will assess fuel consumption based on the actual site conditions and its usage for the intended task. TF Commander while approving the TBO of evaluating fuel consumption of equipment may refer to the manual of particular equipments for HPL as specified by manufacturers. However, it shall only be used for reference; the fuel consumption shall be worked out as per actual site conditions and deployment of equipments for the intended task.

**ISSUE OF FUEL.** Fuel will be issued by the Department from the location mentioned in the contract on the request of the contractor. Fuel is to be issued either in barrels with a minimum capacity of 200 liters or directly from KSP. No fuel is to be issued in Jericane. Fuel (Diesel) is to be provided by the department, under Schedule "B". If there is any over issue/utilisation, the quantity of fuel will be returned by the contractor at the place of issue or the recovery will be affected for the un-returned fuel at double the existing departmental rate.

**RECORD OF FUEL CONSUMPTION.** Fuel consumption as fixed above is to be recorded in the Log book maintained for every equipment. The daily consumption and issue of fuel is to be entered in the log book.

**OPERATION AND MAINTENANCE OF THE EQUIPMENT.** The operators and technicians required to run the equipments, will be provided by the contractor. All expenditures towards maintenance, repair and operation of equipments are to be borne by the contractor. Only Fuel (Diesel) is to be provided by the department, under Schedule "B". All other Oils and lubricants are to be provided by the contractor and the cost towards this will also be borne by the contractor.

**OFF ROAD PERIOD AND PENALTY FOR NON-REPAIR WITHIN ALLOWABLE PERIOD.**

**Off road period.** Particular equipment shall not be off-road for a maximum of up to total 03 days in a month, including closed holidays. The definition of a month here is the calendar month. If the contract period is starting or completed in between a calendar month, the off-road days will be worked out on a pro-rata basis.

**Penalty for Off Road.**

In case, the off-road days exceed the Nos of days as specified, a penalty calculated on pro-rata basis for the group of items for which the rate is quoted @ of 0.5 % of the contract sum of the group of the items for which the rate is quoted per day exceeding the off-road period specified as the limit for the individual equipment will be imposed subject to maximum of 10% of the contract value. This penalty should be considered separately from the penalty arising out because of delay in the commissioning.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

However, in case of inaccessible site conditions due to natural calamity, and incidences beyond human control, the penalty may be waived off on justifiable grounds by the Accepting Officer as the case may be.

**REPLACEMENT OF EQUIPMENT.**

If a particular equipment is not able to achieve the rated output as fixed by TBO, then it will be termed as inefficient and will be replaced free of cost by the contractor with eqpt meeting the desired output. In case, the contractor fails to replace the equipment in the stipulated time, failing to meet the output criteria, it will be considered as off-road and will be treated as per the terms and conditions of the off-road period.

**ACCOUNTING OF HIRING.**

Daily Record. A logbook/ individually equipment wise will be opened. Complete details of the duty performed by the equipment on a daily basis like hrs run, fuel consumption and output achieved to be entered in the work diary and log book. The work diary and log book are to be signed by the Engineer-in-Charge and contractor/authorised rep of the contractor on a daily basis.

**Monthly Record.**

At the end of the month, a summary page is to be prepared summarizing important aspects such as total hrs run, total fuel drawn, total output achieved etc. The summary page is to be signed by OIC & contractor rep and countersigned by OC Contract and Contractor. The logbook is the mandatory document to be produced with the bills produced by the contractor.

**Maintaining and sharing the digital data.**

All the equipment manufactured after 2018 are fitted with an Electronic Storage Unit (ESU) which captures real-time data like equipment health monitoring, operator behaviour monitoring, fuel monitoring, Operations automation, DEF monitoring, location tracking etc. A special clause be added in the contract that the contractor shall submit all the data as generated by the ESU on a monthly basis and also the same be provided at the time of processing the RARs/ Final bill. The login credentials to access the data for each equipment be provided by the contractor to all as directed by OC Contract.

**LOSS OF LIFE AND PROPERTY OF ASSETS DEPLOYED IN THIS CONTRACT DURING THE CONCURRENCY OF THE CONTRACT DUE TO ANY REASON INCLUDING NATURAL CALAMITY ETC.**

Damaques to equipment: Any damages to equipment during the operation of the hiring contract shall be the sole responsibility of the contractor. No compensation whatsoever will be paid by the department.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

On the occurrence of damages, another equipment in good condition shall be provided by the contractor within 15 days at the location of the original equipment deployment. In case, the contractor fails to replace the equipment within the stipulated time, it will be presumed that equipment is off-road and will be treated as per the terms and conditions of the off-road period. The contractor is to arrange insurance for the hired equipments at his own cost.

**Loss of life and Property.**

Any loss of life and property to the manpower of the contractor deployed under this contract is the sole responsibility of the contractor. No compensation whatsoever will be paid by the department. The contractor is to arrange insurance for his manpower at his own cost.

**CREW.**

The operators, Supervisors, mechanics or any manpower required to run the equipment shall be provided by the contractor without any extra cost. If the Engineer-In-Charge/OC Contract feels that the operator is not skilled enough to do the job, the contractor without any dispute has to change the operator on written instructions from the Engineer-In-Charge/ OC Contract.

**MAINTENANCE AND REPAIRS.**

During the period of hiring, all tools, spare parts, mechanics etc are to be provided by the contractor. The equipment shall be kept in working conditions with effective maintenance. All expenditures towards maintenance of equipment, repair charges, cost of spare parts etc shall be borne by the contractor.

**BOARDING/ LODGING.**

Boarding and lodging of the crew shall be the responsibility of the contractor. The department shall not own any responsibility for the same.

(Signature of the Contractor)

EE (C)  
SW  
For Accepting Officer

**PART-II PRICED BID**  
**SCHEDULE - "A" NOTES**

**NAME OF WORK: - HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

1. Quantity shown in Schedule 'A' is approximate and is inserted as guide only. These shall, however not be varied beyond the limits laid down in condition 7 of IAFW-2249 General Condition of contracts. **The contract will be accepted as a whole .**
2. The rates and amount in Schedule 'A' are to be filled in by the tenderer. The rates shall be filled both in figures as well as in words. In case of variation between the rates quoted in figure and words, the rates in words shall take precedence.
3. **Period of Completion**:- The entire works of Schedule 'A' under this contract shall be completed in **06 months (180 days) or upto stipulated Kms/Hrs** achieved as mentioned in work order (s) whichever is earlier **but not later than 31 Mar 2026** in accordance with the phasing, if any, indicated in the tender from the date of placing of work order, which will be usually within two week from the date of issue of Acceptance letter. The deployment of Equipment shall be **BETWEEN KM 24.00 TO KM 61.59 ON NGANGLAM-DEWATHANG ROAD FOR SURFACING AND PERMANENT WORKS), KM 0.00 TO KM 28.00 ON CONFLUENCE HAA ROAD FOR SURFACING AND PERMANENT WORKS), SAMRANG-JOMOTSANKHA ROAD FOR PERMANENT WORKS) AND SAMADINGKHA- LORINA ROAD FOR PERMANENT WORKS). THE HYDRAULIC EXCAVATOR CUM LOADER SHALL BE DEPLOYED FOR ROAD MAINTENANCE WORKS AND LOADING OF MATERIALS ON ABOVE STRETCHES OF ROADS for 180 days.**
4. The rates to be quoted by the tenderer in the 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 the 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.
5. The rate quoted by the contractor shall be deemed to be inclusive of all Taxes (including Sales Tax/VAT on materials, Sales, Tax/VAT on works contracts, Turnover Tax, Service Tax, etc), duties, Royalties, Octroi, State Entry Tax & other levies payable under the respective statutes. No re-imburement/refund for variation in rates of taxes, duties royalties, Octroi, State Entry tax & other levies, and or imposition/abolition of any new/existing taxes, duties, royalties, octroi, state entry Tax & other levies shall be made except as provided in Special Condition.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SCHEDULE – ‘A’ NOTES (CONTD.....)**

6. The rate to be quoted by the tenderer in respect of these work shall be deemed to include for all minor details of construction which are obviously and fairly intended and which may not have been specifically mentioned in the tender documents but which are essential for satisfactory execution and completion of work. In case of difference of opinion between the OC Contract and the Contractor as to what constitutes a minor details of construction, the decision of Accepting Officer shall be final and binding.
7. Rates to be quoted by the contractors shall be deemed to include for all items of work as described, specified in particular specification and on drawing.
8. The rates to be quoted by the contractor for various items shall include for “material and labour”/” Supply and fix” connecting’ Jointing, Testing and Commissioning complete unless otherwise specifically mentioned therein.
9. The amount of contract is not firm but shall be treated as the contract sum as referred to in condition 1 (n) of IAFW-2249.
10. Work shall be executed on locations as shown in site plan or as directed by the OC Contract/Engineer-in-Charge.
11. Measurements of work done shall be as per units of items given in Schedule ‘A’ and this mode of measurement shall take as per relevant BIS Code.
12. Unit RM, mm, Cum or Cm, Sqm, Kg and quintal or Qtl wherever mentioned in the tender documents denotes the unit, Running Metre, Millimetre, Cubic Metre, Square Metre, Kilogram and Quintal respectively.
13. The works under this contract will be carried out within the working hours as per directions of Accepting Officer or the officer so detailed by him for administration of this contract.
14. The security will be arranged by the contactor 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 contactor during execution of work or on any account.
15. Site for execution of work shall be handed over on the date of commencement of the work as indicated in the work order No 01. In case it is not possible for the department to handover the entire site on the date of commencement and certain portion of the site is handed over later on then contactor shall make his planning/deployment of resources accordingly and no claims of whatsoever nature on the account shall be entertained.
16. Driver, Operator, Mechanic and spares parts to be kept readily available at site during the working period to make the Dumper/Tipper functional by the contractor without any extra cost on this account.
17. Actual deployment of Dumper/Tipper under this contract shall be made at locations shown in individual work order.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SCHEDULE 'A'/BILL OF QUANTITIES**

**HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

S/No	Description of Works	A/U	Qty in Nos	Rate per Unit to be quoted by the Bidder		Amount	
				Figures	Words	Figures	Words
<b>BETWEEN KM 24.00 TO KM 61.59 ON NGANGLAM-DEWATHANG ROAD, KM 0.00 TO KM 28.00 ON CONFLUENCE HAA ROAD, SAMRANG-JOMOTSANKHA ROAD AND SAMADINGKHA- LORINA ROAD</b>							
1	Hydraulic excavator cum loader with operator and without fuel	Hrs	9977				

(Rupees \_\_\_\_\_)

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**ACCEPTANCE**

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

The above tender was accepted by me on.....day of ..... 2025, on behalf of the President of India for the contract sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) at the item rates quoted in Schedule 'A' in favour of \_\_\_\_\_

Signature

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

Signed this \_\_\_\_ day of \_\_\_\_\_ 2025

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**TENDER**

To

The President of India  
Through the Chief Engineer

Project DANTAK\* (\*Referred to also as Accepting Officer elsewhere in the tender documents).

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

1. Particular/technical specifications.
2. Ministry of Road Transport & Highways (MoRTH) specifications for Road and Bridge works (Fifth Revision) published by Indian Road Congress New Delhi.
3. Detailed specifications/other tender documents.
4. Schedule 'A', 'B', 'C' & 'D' attached here to
5. Special Conditions of the Contract
6. General Conditions of Contracts IAFW-2249 (1989 Print) including amendments 1 to 48 and errata No 1 to 20.
7. All other documents forming part of tender documents

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

To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein at the item rates 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 a maximum of **10 percent** and further agree to refer all disputes as required by condition **70 & 71** 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 **PSC** 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 **24** of tender documents).

Signature of Contractor

in the capacity of \_\_\_\_\_ duly

Witness:

authorized to sign the tender for and on behalf

(Name in Block letters)

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

Address-----

(In Block letters)

Postal address: - \_\_\_\_\_

(Signature of the Contractor)

EE(C)  
SW

For Accepting Officer

**SCHEDULE 'B'**  
**(ISSUE OF STORES TO THE CONTRACTOR)**

**HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

The contractor has to make his own arrangement for all stores/materials required for completion of the entire work contracted for except the following:

Srl No.	Particulars	Rate at which Material will be issued to the contractor		Place of issue by name	Remarks
		Unit	Rate		
1	2	3	4	5	6
1	high speed diesel(HSD)	Ltr	Free for running water truck		

**Notes: -**

1. This schedule consists of \_\_\_\_\_ items only.
2. It shall be responsibility of the contractor to submit his demand for HSD
3. It will be responsibility of the contractor to properly store and protect the HSD from theft, moisture, rain, storm, fine etc
4. In case loss/wastage of HSD & fuel issued to contractor for running of Vehicle, recovery at double the stock book rates shall be effected from the dues of the contractor.

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer

**SCHEDULE `C`**

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

**HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

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

**SCHEDULE `D`**

**TRANSPORT TO BE HIRED TO THE CONTRACTOR**

**HIRING OF 10 NOS HYDRAULIC EXCAVATOR CUM LOADER FOR A TOTAL OF 9977 HRS WITH OPERATOR AND WITHOUT FUEL UNDER 19 BRTF, PROJECT DANTAK IN BHUTAN**

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

(Signature of the Contractor)

EE(C)  
SW  
For Accepting Officer