

BORDER ROADS ORGANISATION
Ministry of Defence
CHIEF ENGINEER PROJECT DANTAK

Name of Contractor: _____

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(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

http : //www.gref.gov.in
http : //www.bro.gov.in
E-mail : brodtk@gmail.com
Tele : **009752 - 351082/351086/351088**
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Headquarters
Chief Engineer
Project Dantak
PIN : 931708
C/O 99 APO

80619/ /E8

Aug 2025

M/s _____

NAME OF WORK : SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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 01 Sep 2025 and Technical Bid (Part-I) of the tender documents will be opened at 1530 hrs (BST) on the 04 Sep 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:-

- (a) The tenderer should have working capital and/or credit facilities of at least 10% (**i.e. 26.67 Lakh**) of the estimated cost of the work (Applicable only for non – enlisted Contractors).
- (b) Engineering Establishment : Firm should have employed following Engineers on regular establishment:-

<u>Estimated cost of Work</u>	<u>Nos of Engineers</u>
Between 1 Crores to 3 Crores	Two Engineers (Graduate with minimum 2 years experience and /or Diploma with 04 years experience)

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.106.69 Lakh** or two similar works costing not less than the amount equal to 50% of estimated cost of work **i.e. Rs.133.37 Lakh** or one similar work costing not less than the amount equal to 80% of estimated cost of work **i.e. Rs.213.39 Lakh** in last seven & current financial years.

Similar works means- Supply and fixing of precast culverts.

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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. 266.74 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 7 years except stone crusher) given hereunder: -

S/No	Particulars of Veh/Eqpt/Plant	Nos Reqd
(a)	Tipper/Dumpers	03
(b)	Concrete Batch Mixing Plant fully automated (CBMP) 20 TPH minimum capacity	01
(c)	Water Truck	02
(d)	Crane for lifting of precast members 10 Tonne minimum capacity	03

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.

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

- (a) PEB structure works of any value
- (b) Solar Power works of any value

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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 Bhutanese 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/Bhutanese Companies having Director (s) of foreign origin and Indian/Bhutanese 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) from 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 (not applicable in case of Bhutanese contractors). 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(not applicable in case of Bhutanese Contractor)

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)**

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 totalled 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 **3,41,739.00 (Rupees Three Lakh Fourty One Thousand Seven Hundred Thirty Nine 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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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 **9877069433/9149553650 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 04 Sep 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

1having 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/06 OF 2025-26 for **SUPPLY AND FIXING OF PRECAST BOX CULVERT
OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000
AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM
TO PNH SPECIFICATIONS UNDER 63 RCc/19 BRTF/(P) 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 -III
PERFORMANCE GUARANTEE BOND

1. Inconsideration 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. RsAgainst 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 thewe 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: - SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCc/19 BRTF/(P) DANTAK IN BHUTAN**

from Page No. 01 to **173** 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

80619/ /E8

13 Aug 2025

NAME OF WORK: - SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCc/19 BRTF/(P) DANTAK IN BHUTAN

Dear Sir (s),

Mrs/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 9877069433/9149553650 at **1730 hrs (BST)/1700 hrs(IST) on or before 01 Sep 2025** addressed to Headquarters, Chief Engineer, Project Dantak, PIN – 931708, C/o 99 APO for **“SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500.00 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCc/19 BRTF/(P) DANTAK IN BHUTAN”**

”to be opened 04 Sep 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- 06/2025-26

1. A sealed tender is invited for “**NAME OF WORK: - SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.00 AND 35.500.00 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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 and CAB website 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 Aug 2025 at 1300 Hrs
02	Bid document download start date	13 Aug 2025 at 1500 Hrs
03	Clarification start date & time (Pre Bid queries)	13 Aug 2025 at 1700 Hrs
04	Clarification end date & time	19 Aug 2025 at 1600 Hrs
05	Bid submission start date & time	20 Aug 2025 at 1100 Hrs
06	Bid submission end date & time	01 Sep 2025 at 1700 Hrs
07	Opening date & time of Technical bid	04 Sep 2025 at 1530 Hrs
08	Opening date of Financial bid	Will be intimated later

3. The estimated cost of work is **Rs 266.74 Lakhs (Rupees Two Crore Sixty Six Lakh Seventy Four 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 and CAB website 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 within **365 days** or 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 and CAB website 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 9877069433/9149553650 at **1730 hrs (BST)/1700 hrs (IST) on or before 01 Sep 2025**. Part - I un-priced bid will be opened on 04 Sep 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 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 and CAB website 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 **3,41,739.00 (Rupees Three Lakh Fourty One Thousand Seven Hundred Thirty Nine 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, Semtokha, Thimphu**

13. The tenderer are advised to visit the site by making prior appointment with OC Contract 63 RCC, Samdrup Jongkhar 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 with copy to the Accepting Officer i.e. CE on email 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 website www.bro.gov.in and CAB website 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 and CAB website 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 and CAB website 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.80619/ /E8

Headquarter

Cheif Engineer

Project Dantak

PIN : 931 708

C/O 99 APO

CA NO. CE (P) DANTAK/ OF 2025-26

EE (Civ)

For Accepting Officer

Dated : Aug 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) Brahman, 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

NAME OF WORK:	<u>SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) DANTAK IN BHUTAN</u>
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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 49 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) Danntak/HQ 19 BRTF (GREF), if required.

(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

SPECIAL CONDITIONS

NAME OF WORK: - SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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 63 RCC** 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. ROYALTIES. The Contractor shall make his own arrangement for procuring materials required under the contract and he shall ensure that the royalty for the material procured by him under this CA has been correctly paid to the concerned authority. **In this connection, a letter issued by Natural Resources Development Corporation Limited, RGoB vide letter No. NRDCL/HO/MRD/02/2024/303 dated 08 Mar 2024 shall be followed.** Any claim of royalty by the concerned department on the material procured under this CA shall be settled with concerned authority directly by Contractor. Further the contractor should ensure that the supply of material is not arranged illegally. An undertaking to this account will be given by contractor before payment of RAR/Final bill

SPECIMEN COPY OF UNDERTAKING

I / We, M/s _____ hereby declare that I /We have supplied the following materials against CA No. CE (P) Dantak/ / 2024-25 during the period from _____ to _____.

<u>Srl No.</u>	<u>Materials</u>	<u>Gross Quantity supplied</u>
(a)		
(b)		
(c)		

It is further certified that the royalty for the above quantity of materials at the applicable rates have been paid by us to the concerned department of the Govt.

(M/s _____)

(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD)

6. BLASTING ROCKS

(a) The contractor shall be responsible for the safe custody and storage of blasting materials in accordance with the rules on the subject. Written authority of the Engineer-in-Charge/OC Contract shall be obtained before any blasting operations are commenced.

(b) The contractor shall ensure that the charges in blasting are not excessive and that the charged bore holes are properly protected before firing and that proper precautions are taken for the safety of men and property.

(c) Blasting should be generally avoided. In case it is unavoidable less charge controlled blasting may be resorted with the prior permission of the Engineer-in-Charge/OC Contract. The contractor shall be bound to abide by the instructions of the Engineer-in-Charge/OC Contract regarding the necessity of blasting and the type, number size and pattern of holes to be drilled and also the type, amount and method of firing of explosive to be used. The Engineer-in-Charge/OC Contract shall reserve the right to restrict the number of charge to be fired at a time so that the hillside is not adversely affected. The contractor shall fire the charges only at such time as approved by the Engineer-in-Charge/OC Contract and shall have no claim, whatsoever, on account of any delay and extra cost due to carrying out the instructions of the Engineer-in-Charge/OC Contract and / or taking the safety precautions directed by him.

7. MOVEMENT OF CONTRACTOR VEHICLES

7.1. Minimum classification of existing bridges on the D-Troad is Class 70 R. However there is restriction of height as well as weight till work site. 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.

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.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD)

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.
- (ab) 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.

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 :

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 poof /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)

SW
For Accepting Officer

CA NO. CE (P) DANTAK/ OF 2025-26
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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 15th 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

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SPECIAL CONDITIONS (CONTD)

15. FIXING OF PERMANENT AND TEMPORARY BENCH MARKS:

Permanent Bench Mark be fixed at any nearby safe location or considered from any existing Permanent Building. RL be transferred and TBM be fixed at an interval of appx 200 mtr along the existing alignment at safe place. These temp Bench Marks should remain intact till completion of the work.

16. TOTAL STATION EQUIPMENT:

The total station eqpt with its accessories be provided by the contractor and will remain at site till completion of job.

17. MOBILISATION ADVANCE : Blank

18. Blank

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. RECORD/CONSUMPTION OF MAJOR CONSTRUCTION STORES / MATERIALS

(a) (i) For the purpose of keeping a record of Major Construction Stores like **Cement, Bitumen, Bitumen Emulsion, Antistripping Agent, Warm Mix Additives Steel and filler materials** consumed in works, the contractor shall maintain a pucca bound register in the form approved by the Engineer-in-Charge/OC Contract showing daily quantity used in works. The register shall be signed daily by the contractor's representative and the Engineer-in-Charge/OC Contract in token of their verification of its correctness. The check will not, however, absolve the contractor of his responsibility to justify the consumption of bitumen at the time of finalization of his work.

(ii) The register shall be kept at site/factory in the safe custody of the contractor during progress of the work and shall, on demand, be produced for verification of inspecting officers.

(b) (i) The quantity of materials such as paints, water proofing compound and the like as directed by the Engineer-in-Charge (the quantity of which cannot be checked after incorporation in the works), shall be recorded in the register and signed by the contractor and the Engineer-in-Charge as a check to ensure that the required quantity has been brought to site for incorporation in the work.

(ii) Materials brought to site shall be stored as directed by the Engineer-in-Charge in Measurement Book and shall be suitably marked for identification.

(iii) The contractor shall, on demand produce the OC original receipted vouchers in respect of the supplies. Vouchers so produced shall be verified and stamped by Engineer-in-Charge indicating contract number. The contractor shall ensure that the materials are brought to site in original sealed containers/packing, bearing manufacturer's marking except in the case of the requirement of materials(s) being less than smallest packing.

(iv) Contractor shall produce original vouchers from the manufactures and/ or their authorized agents for the full quantity of the following materials, subject to 50 % of material as applicable as a prerequisite before submitting for payment for any advances on account of the work done and/or materials collected in accordance with condition 64 of General Condition of Contracts IAFW-2249.

(a) Precast Box Culvert (Minimum grade M-40)

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 extant).

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD)

- (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. FIELD LABORATORY/ LABORATORY AT FACTORY: To maintain proper quality control at factory/site, contractor shall establish adequately equipped laboratory without any extra cost. The following minimum testing equipments shall be provided in field laboratory:-

- (a) Electrically operated, thermostatically controlled oven range upto 200°C sensitivity 1°C.
- (b) Balance 20 kg capacity self indicating type.
- (c) Water bath-electrically operated and thermostatically controlled with adjustable shelves, sensitivity 1°C.
- (d) Thermometers:-
 - (i) Mercury in glass –range upto 250°C.
 - (i) Mercury in Steel –range upto 300°C with 30 Cm stem
- (e) Gas Stove or electric hot plate.
- (f) Set of Sieves with lid & pan : 450 mm dia - 63mm to 75 micron.
- (g) First aid box.
- (h) AIV & Los Angles Abrasion test apparatus.
- (j) Flakiness and Elongation test gauges.
- (k) Core cutter apparatus 10 cm dia,10/15 cm height, complete with dolly, rammer etc.
- (l) Dry bulk density test apparatus complete.
- (m) Standard measures of 30,15,3 litres capacity along with tamping rods.
- (n) Standard weights.
- (o) Core cutting machine with 10 cm dia diamond cutting edge.
- (p) Compressive strength testing machine.
- (q) Cube mould of 15 cm size
- (r) Slump test machine.
- (s) Appratus for different type of testing of cement.
- (u) Rebound hammer for concrete strength testing.

SPECIAL CONDITIONS (CONTD)

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. DEFECTLIABILITYPERIOD(Refer Condition 46ofIAFW2249).

DefectLiabilityperiodshall be**Thirty Six calendarmonths** 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 expirationofdefectliabilityperiodprovidedalways thatthecontractorshallfirsthavebeen paidthefinal bill and haverenderedaNo-demandcertificate(IAFA-451) in terms of condition 68 of IAFW-2249.

38. CONCILIATION

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.

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.

(Signature of the Contractor)

For Accepting Officer

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SPECIAL CONDITIONS (CONTD)

2. COMMENCEMENT OF CONCILIATION PROCEEDINGS

- 2.1. The party initiating conciliation shall send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute.
- 2.2. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

3. Number of Conciliators

38.31 There shall be a sole conciliator.

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.

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.

39. Deleted

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 Department.

43. CONTRACT LABOUR (R&A) ACT 1970

The contractor shall get himself registered with Regional Labour Commissioner, 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 destruction 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-imbursement 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

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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

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CERTIFICATE BY BANK

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

Seal of Bank

(Signature of the branch manager of the Bank)

Dated :

52. **COMPLETION DRAWINGS**

The contractor shall submit to the OC Contract within 2 months of completion but before final payment, completion drawings (accurate and correct in all respects), in bound copies, 3 sets of prints and one polyester film of quality to be approved by T.F.C.

SPECIAL CONDITIONS (CONTD)

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
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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
(Authorized Attorney)
Seal of Bank

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

PARTICULAR SPECIFICATIONS

NAME OF WORK: SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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 The precast concrete box culvert shall be strong, durable and manufactured in a controlled environment to ensure accuracy of dimensions and quality of the product.
- 2.2 The concrete mix properties and cover for precast segmental box section (placed over a compacted base) shall be selected as given in Table 1

Table 1 Durability Recommendations for Service Life of at least 100 Years (Concrete with 20 mm aggregate)

Exposure Condition	Maximum Water/ Cement Ratio	Minimum Cement Content kg/m	Minimum Grade of Concrete	Minimum Cover (mm)
Very Severe	0.40	380	M40	75

Type of Cements: OPC: Ordinary Portland Cement Grade 43 conforming to IS:8112
OPC: Ordinary Portland Cement Grade 53 conforming to IS:12269
PPC: Portland Pozzolana Cement conforming to IS:1489 (Part 1)
PSC: Portland Slag Cement conforming to IS:455
SRPC: Sulphate Resisting Portland Cement conforming to IS:12330

2.3 Location and Specifications:

2.3.1	Delivery Location	To be delivered as per location mentioned in Schedule "A" in co-ordination with Engineer-In-Charge
2.3.2	Box size, laying length and the bury depth	Size & opening as mentioned in approved drawings by the Accepting Officer.
2.3.3	Cushion	NIL
2.3.4	Design live load	Class70R
2.3.5	Structural Design	The Drawing attached with the tender documents are tentative & Contractor shall carry out the detailed design along with calculation sheets & drawing as per Particular Specification. It shall be proof checked by any IITs/NITs and submitted to OC(Contracts) for recommendations followed by Commander(Contracts) for recommendations and final approval by the Accepting Officer.

2.3.6	The minimum grade of Precast Box culvert shall be M-40	As per IRC
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EE (C)

SW

For Accepting Officer

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(Signature of the Contractor)

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3. **STUCTURAL DESIGN**

- 3.1 Structural design of precast concrete segmental box shall be as per IRC:112. Designs shall depend on project requirements and applications. The precast concrete segments shall also be designed for handling and erection stresses based on the method of construction or site conditions. Box culverts can be designed to any standard or custom size and strength, including capability for with standing any loads. Additional features can include toe walls, headwalls, wing walls, and water tight joints where required and shall be designed as per the provisions of IRC:SP:13. The precast concrete segmental box culvert shall be designed for CI 70 R loading and stresses induced while handling.

The dimensions of top slab, bottom slab and web shall be finalised on the basis of designs and project requirements. Contractor shall carry out the detailed design.

4. **CONSTRUCTION METHODOLOGY**

Dry cast (Machine Made)

4.1 **Dry Cast Method**

In this method precast segments are cast using mechanised equipment. Form vibrators consolidate zero-slump concrete between core and jacket. Hole formers can be incorporated, or sometimes coring is resorted to as may be needed. The Precast Concrete segment is immediately stripped and the form is reused. Segments are typically cured in a curing tank, or moisture curing is used. However, steam curing can also be done.

4.2 **Curing methods**

Steam curing or water curing or Membrane curing shall be adopted as per IRC:112.

4.3 **Identification and Marking**

All pre cast units shall bear an indelible identification, location and orientation marks as and where necessary. The date of manufacture shall also be marked on the segments. The identification markings on the drawings shall be shown in a table on the setting schedule together with the length, type, size of the unit and the sizes and arrangement of all reinforcement for easy identification of the segment.

- 4.4 Dimensions of the precast segmental box unit shall conform to the design requirements. The transportation/shifting of the pre-cast elements shall be carried out only after achievement of minimum strength of 20 MPa or 0.7 times the designed compressive strength of concrete. The strength of concrete shall be tested as per IS:516.

- 4.5 The delivery and off loading of precast concrete box culverts segments should be well planned. A suitable hard access that can be used safely by standard delivery vehicles

and a suitable crane of adequate capacity shall be provided in the casting yard. The pre-cast concrete segments shall be properly cured to ensure achievement of appropriate strength.

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4.6 **Handling**

Products shall be stored, handled shipped and unloaded in a manner to minimize damage. The handling process encompasses the demolding of the precast units,

their loading and transportation to storage areas, off loading and storage, transfer to site and site erection. To avoid excessive stresses and possible damage, all precast units should be handled in the manner as envisaged in their design by means of approved devices, identified in the production and erection drawings.

4.7 **Lifting Equipment, Accessories, Storage, Transportation and Installation**

Lifting holes or inserts shall be consistent with industry standards. Lifting shall be accomplished with methods or devices intended for this purpose Lifting equipment such as mobile crane, gantry crane, forklift etc. must be carefully selected to ensure that lifting of precast units is carried out within the rated capacity of the equipment. The support for the lifting equipment must be checked to ensure that adequate supporting capacity is provided. Lifting accessories may comprise combinations of lifting beams or frames, slings or cables, hooks or shackles. The selection of each of these components should be predetermined to take account of the forces exerted on them due to various aspects of the lifting operations. A person suitably qualified in accordance with the relevant regulations must regularly inspect all lifting equipment prior to and after use. Results of such inspections must be properly recorded and be available for subsequent inspection. The location of lifting points should be clearly indicated on the drawings. Lifting methods may differ from different manufacturers and the same shall be agreed upon. Verticality or otherwise of the lifting ropes shall be as per the design requirements. During operation of lifting and unloading the precast concrete box culvert segment shall be protected from damage particularly the joining surfaces. Also, due care shall be taken for safety of the crew during this operation.

4.8. **Factory/Casting Yard and Site Storage**

Storage areas must be large enough so that the precast units can be stored safely, with adequate room for lifting equipment and transporting vehicles to manoeuvre. The ground of the storage area must be hard, level, clean and well drained to permit organized storage. Precast segments can be damaged by incorrect stacking and storage. Where the locations of support points for a precast unit are critical, the locations for the supports should be noted on the shop drawings.

Supports must be arranged to avoid twisting or distorting of the precast segments and must be adequate to transfer the weight of the stacked units to the ground without excessive settlement.

The stored and stacked units should be protected to prevent accidental damage and discoloration and the support material should be non-staining. Lifting points should also be well protected and kept accessible while the units are in storage. Precast segments must be stored safely with adequate supports such that it would not endanger any workers moving in the vicinity.

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4.9 **Transportation**

Commonly precasting yards are at a distance from the project site where in these segments are to be used. Hence, it is necessary to transport them from casting yard to the construction site. Transportation requirements will need to be met and permits, where applicable, obtained. Transportation must comply with the appropriate regulations. The precast units should have gained sufficient strength before being loaded for transportation.

4.9.1 **Loading and Storage on Transporters**

Precast units must be loaded carefully on to delivery vehicles to prevent damage. To protect the edges throughout their journey, proper devices should be used to support, secure and wedge the precast units. The units should be adequately secured and supported to prevent them from overturning, shifting or being damaged during transportation. Adequate non staining cushioning should be provided between the unit and any securing chains, cables or ropes to prevent localized damage.

Precautions should also be taken to ensure that no undesirable stresses will be transmitted to the precast unit due to any flexing of truck or trailer.

5. **JOINT SEALING**

5.1 Many methods for jointing and sealing are available. The joints and sealing of units shall be as per the design or project requirements. The design of joints shall be made in the light of their assessment with respect to feasibility, practicability, serviceability considerations as per IS:15916:2010. The Contractor shall provide the Sealant can be either bituminous mastic sealant or extruded sealant.

6. **QUALITY MANAGEMENT**

6.1 **Quality Control**

It is necessary to have quality control system in place for all elements, material and ingredients used in fabrication. Reference may be made to "Guidelines on Quality Systems for Road Bridges", IRC:SP:47-1998. These specifications shall be in accordance with "Specifications for Road and Bridge Works" of Ministry of Road Transport and Highways published by the Indian Roads Congress.

(Signature of the Contractor)

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6.2 **Factory**

For a mass scale production, the factory for the casting of units must ensure that the precast units are manufactured under a Quality Management System certified under ISO 9000 covering the following items:

- Quality control tests of materials;
- Calibration of laboratory equipment for quality control tests; and
- Product on process and control of equipment at the casting yard.

The factory and contractor shall be responsible for maintaining the quality of the manufacturing process for the precast units. The authorized person/registered structural engineer must satisfy himself that the precast concrete units have been constructed in accordance with the approved drawings and specifications. This may be achieved by providing full time construction supervision by their representative. If more stringent control on quality is considered necessary, the authorized person/structural engineer may step up the supervisory and testing requirements at appropriate place to test check the quality of the material and finished product.

Rigorous quality control procedures must be maintained at the precasting factory/casting yard at all times to ensure that the precast segments are constructed in accordance with the designs and specifications. Upon leaving the precasting factory/casting yard all precast segments or batch of segments must carry documentation certified by the factory/casting yard stating that the segments have been manufactured under a certified quality assurance scheme and in accordance with the prescribed specifications.

6.3 **Testing Standards**

6.3.1 **Concrete**

Sampling and testing of concrete should comply with the IS: 1159 and IS: 516 and as required by the contract documents. The testing is to be undertaken by equivalent approved accredited laboratory.

6.3.2 **Reinforcement**

Reinforcing steel shall be of HYSD steel as per Table 18.1 of IRC:112. For seismic zones III, IV and V, HYSD bars having minimum elongation of 14.5% and conforming to other requirements of IS:1786 shall be used.

According to IRC:112, the corrosion resistance of reinforcing steel can be improved by using (i) galvanised reinforcement with coating as per IS:12594-1988, (ii) Epoxy coated reinforcement conforming to IS:13620-1993 or by (iii) stainless steel reinforcement conforming to IS:6744:2001

Sampling and testing of reinforcement should comply with the IS code. All testing is to be undertaken by equivalent approved accredited laboratory and in accordance with IS code or contract specifications.

(Signature of the Contractor)

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7. STRUCTURAL INTEGRITY

Although quality control checks are carried out for the precast units at the factory, there is a possibility of damage during handling and transportation. As the precast units are received on site they should be visually inspected for any signs of structural defect. Acceptance of any structural defect should be assessed with regard to the causes and the overall structural integrity of the precast units.

8. DIMENSIONAL TOLERANCE

Dimensional tolerances of the precast units as received on site should comply with those specified in the contract documents. Changes to the dimensions and shapes of units should be identified and assessed with regard to the overall tolerance; and surface finish. Finished segment tolerances should not exceed the following:

Length of segment (not cumulative)	:	± 5 mm
Overall span length	:	±10 mm
Web thickness, depths of top and bottom flanges, Width of top and bottom flanges, overall	:	
Depth of segment, thickness of diaphragm	:	± 5 mm
Grade of form edge and soffit	:	±1.0mm/m

The surface finishes of precast units when received on site should be checked for compliance with the requirements of the contract documents.

9. WEIGHT OF SEGMENT

Weight of one segment should not exceed 10 MT.

10. NON DESTRUCTIVE TEST

NDT will be carried out at factory/site in manner and frequency as directed by Engineer-in-charge before accepting supply. Equipments and all facilities for test shall be provided by contractor.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

11. PRECAUTIONS AND SAFETY MEASURES

- 11.1 Precast concrete segmental box shall be designed duly considering the loads, forces, handling, lifting, transport arrangement on site etc.
- 11.2 The lifting of the precast segment from the casting yard shall not commence unless the strength of the concrete achieved is checked and confirmed as per design.
- 11.3 Lifting arrangement, ropes, anchors for segment shall be designed for weight of segment, possible jerks, possible overloading etc.
- 11.4 Care shall be taken while handling or placing the precast segment to protect the edges, corners, shear keys etc.
- 11.5 Pulling of precast segments on the bed shall be avoided.
- 11.6 Uniform curing of the entire precast segment in the casting yard shall be ensured.
- 11.7 Precast concrete segment shall be carefully inspected and checked for any cracks, spalling etc after casting.

12. MISCELLANEOUS

- 12.1 The aggregates shall be sized, proportioned and mixed with such proportions of cementitious materials and water as will produce a thoroughly-mixed concrete of such quality that the box will conform to design requirements. All concrete shall have a water – cementitious material ratio not exceeding 0.4 by weight.
- 12.2 The box sections shall be cured for a sufficient length of time so that the concrete will develop a specified compressive strength in 28 days or less. The concrete box shall be cured by steam curing or water curing or membrane curing as specified in IRC:112.
The base, sub-base and sub-grade shall also be as per the intended usage of box culvert, traffic over it and invert level.
- 12.3 Culverts shall be subject to loading as per design. The lifting system for precast concrete box culverts shall be simple, based on available resources, consistent with the design and without compromising quality.

13. ITEMS OF WORK

13.1 2x2x1 Precast Box culvert and 2x2x1.5 Precast Box culvert

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

PART-II PRICED BID
SCHEDULE - "A" NOTES

NAME OF WORK: - SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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 within **365** days 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.
4. Any drawings mentioned in the tender documents/particular specifications but it is inadvertently not included in the list of drawings, shall also be deemed to form part of the contact and Tenderer may see such drawings/details in the office of Accepting Officer/concerned OC Contracts and shall be supplied by Department.
5. The layout of work as indicated in site plan/layout plan is tentative and may be varied where necessary at the discretion of the OC Contact. The contractor shall not be entitled for any claim on account of any such variation.
6. 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.
7. 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, import duty or cost arising due to shifting of machinaries, import of items 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.....)

8. 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 detail of construction, the decision of Accepting Officer shall be final and binding.
9. 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.
10. 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.
11. 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.
12. Work shall be executed on locations as shown in site plan or as directed by the OC Contract/Engineer-in-Charge.
13. 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.
14. Unit RM, mm, Cum or Cm, Sqm, Kg and quintal or Qtr wherever mentioned in the tender documents denotes the unit, Running Metre, Millimetre, Cubic Metre, Square Metre, Kilogram and Quintal respectively.
15. 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.
16. The security will be arranged by the contractor for his personnel and equipment during the execution of work. No compensation will be paid by BRO on account of any loss/damage to personnel, property, VEP of contractor during execution of work or on any account.
17. 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 contractor shall make his planning/deployment of resources accordingly and no claims of whatsoever nature on the account shall be entertained.
18. **All drawings will be available at HQ CE(P) Dantak, HQ 19 BRTF/ HQ 63 RCC.**

(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

SCHEDULE – ‘A’ NOTES (CONTD.....)

19. The Contractor shall be responsible for arranging and managing double handling of required during the transportation of Precast-Box Culvert No additional cost will be covered for double handling and deemed to be included in rates quoted. Any damage incurred during double handling will be contractors responsibility.
20. OC Contract will detail Engineer-In-Charge will inspect Precast Box culvert at the manufacturing location in order to ensure quality and structure design prior to dispatch from factory to work site.
21. The Job mix formula for Precast Box Culvert is to be approved by OC Contract.
22. The drawing after proof checked by IIT/NIT shall be recommended by OC Contract and Commander Contract prior to approval of the Accepting Officer.
23. The factory set up as per ISO 9000/9001 shall be checked by a Board of Officer detailed by the Accepting Officer as per his discretion during evaluation of the technical bid. The Quality Control Criteria for precast box culvert shall be in accordance with IRC 122:2017
24. Rates quoted by the Contractor in Schedule-“A” includes cost of detail design and cost of vetting by any IIT/NIT.

(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

SCHEDULE 'A'/BILL OF QUANTITIES

SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) DANTAK IN BHUTAN

S/ N o	Description of Works	A/U	Qty in Nos	Rate per Unit to be quoted by the Bidder		Amount	
				Figures	Words	Figures	Words
A	PART -I : THROUGH EXECUTION CONTRACT BETWEEN KM 0.000 TO 35.500 ON PANBANG-NANGLAM UNDER 63 RCC/19 BRTF/(P) DANTAK IN BHUTAN						
1	Suppy and Fixing of Pre-Cast Box Culvert of Size 2MX2MX1.0M with formation width 9.5m	Nos	320 Nos of segments				
2	Suppy and Fixing of Pre-Cast Box Culvert of Size 2MX2MX1.50M with formation width 9.5 m	Nos	40 Nos of Segments				

(Rupees _____)

(Signature of the Contractor)

EE(C)
SW
For Accepting Officer

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

SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500 FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) DANTAK IN BHUTAN

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

S No	Particulars	A/U	Rate at which stores will be issued to the contractor	Place of issue	Remarks
			Nil		

(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)

SSUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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

SUPPLY AND FIXING OF PRECAST BOX CULVERT OF SIZE 2MX2MX1M (320 Nos) AND SIZE 2MX2MX1.5M (40 Nos) BETWEEN KM 0.000 AND 35.500FOR CONSTRUCTION /IMPROVEMENT OF ROAD PANBANG-NGANGLAM TO PNH SPECIFICATIONS UNDER 63 RCC/19 BRTF/(P) 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

LOCATION STATEMENT OF PROPOSED RCC CULVERTS

S. No.	Location	Proposed		2.0 M Span and 9.50 mtr length culverts	Requirement of Segments (Nos)		Remarks
		Extension/ New	Length		1.00 m length	1.50 m length	
Altitude Below 2100 M							
1	4.300	New	9.5	1	8	1	
2	5.050	New	9.5	1	8	1	
3	5.500	New	9.5	1	8	1	
4	6.000	New	9.5				
5	6.500	New	9.5	1	8	1	
6	7.500	New	9.5	1	8	1	
7	8.000	New	9.5	1	8	1	
8	8.500	New	9.5				
9	9.000	New	9.5				
10	9.200	New	9.5	1	8	1	
11	9.700	New	9.5				
12	10.200	New	9.5	1	8	1	
13	10.500	New	9.5	1	8	1	
14	11.500	New	9.5	1	8	1	
15	11.800	New	9.5	1	8	1	
16	12.500	New	9.5	1	8	1	
17	13.000	New	9.5	1	8	1	
18	14.000	New	9.5	1	8	1	
19	14.100	New	9.5				
20	14.600	New	9.5	1	8	1	
21	15.200	New	9.5	1	8	1	
22	15.500	New	9.5				
23	16.500	New	9.5	1	8	1	
24	16.800	New	9.5	1	8	1	
25	17.100	New	9.5	1	8	1	
26	17.300	New	9.5	1	8	1	
27	17.400	New	9.5	1	8	1	
28	17.900	New	9.5				
29	18.100	New	9.5	1	8	1	
30	18.500	New	9.5	1	8	1	
31	18.700	New	9.5				
32	19.000	New	9.5				
33	20.500	New	9.5	1	8	1	
34	21.500	New	9.5	1	8	1	
35	22.500	New	9.5	1	8	1	
36	24.100	New	9.5	1	8	1	
37	24.200	New	9.5	1	8	1	
38	24.500	New	9.5	1	8	1	
39	25.000	New	9.5	1	8	1	
40	26.400	New	9.5	1	8	1	
41	27.150	New	9.5	1	8	1	
42	27.300	New	9.5				
43	27.700	New	9.5	1	8	1	
44	28.100	New	9.5	1	8	1	
45	28.950	New	9.5	1	8	1	
46	29.300	New	9.5	1	8	1	
47	29.900	New	9.5	1	8	1	
48	30.250	New	9.5	1	8	1	
49	31.800	New	9.5				
50	33.100	New	9.5				
51	35.000	New	9.5	1	8	1	
52	35.500 ✓	New	9.5	1	8	1	
Total			494.00	40	320 ✓	40 ✓	

(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

EE(C)
SW
For Accepting Officer

(Signature of the Contractor)

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 Contacts 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