

BORDER ROADS ORGANISATION

MINISTRY OF DEFENCE

CHIEF ENGINEER PROJECT DANTAK

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN"

Name of Contractor: _____

INDEX

Srl No	Contents	Serial Page(s)	
		From	To
(A)	PART-I (UNPRICED/TECHNICAL BID)		
1.	Contents Sheet	01	01
2.	Tender forwarding letter including eligibility criteria, list & format of qualification documents and instruction to tenders	02	19
3.	Notice inviting Tender	20	23
4.	* General Conditions of Contracts IAFW-2249 including amendments and errata up to date	24	120
5.	Special Conditions	121	131
6.	Technical Specifications		
(B)	PART-II (PRICED BID)		
7.	Item rate contract for works required I.A.F.W-1779-A including Schedule A notes, Schedules A,B,C & D and tender page and Acceptance	132	138
(C)	OTHER DOCUMENTS FORMING PART OF CONTRACT AGREEMENT		
8.	Errata/Amendments		
9.	Relevant correspondence		
10.	Acceptance letter		
11.	Total No of pages		

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

- Not attached, these documents can be seen in the office of Accepting Officer/Commander Task Force/OC Contract during working hours.

E-mail : bro-dtk@nic.in

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

Tele : 009752 - 351082/351086

Fax : 009752 – 351285

80601/ /E8

Nov 2023

M/s _____

NAME OF WORK: “HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE 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 HQ 19 BRTF, Jaigaon, Pin-930019, Ph 8145087696/9643800181 upto 1700 hrs (BST) on 28 Nov 2023 and Part-I of the tender documents will be opened at 1530 hrs (BST) on 01 Dec 2023.** 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 **www.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** must be delivered to the Chief Engineer Project along with the T Bid and if **Earnest money** 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:-

- (a) **Part-I ('Technical Bid' – 'T' Bid)**
- (b) **Part-II ('Price/Commercial' – 'Q' Bid)**

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

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) Earnest money deposit 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. 19** of tender documents.
- (iv) Signed copy of Integrity Pact. (Not applicable being tender amount less than 5 crores)

(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 Bid security declaration.

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% of the estimated cost of the work (Applicable only for non – enlisted Contractors) as given in the NIT **i.e. Rs. 0.64 Lakhs**.

A.2 **Experience**.

Tenderer should have successfully completed or substantially completed with any Govt agencies/PSU/Municipal Corporation/Local Govt bodies

Tenderer should have successfully completed or substantially completed**. three similar works (Hiring of Heavy Equipemnt, Machinery, Vehicles, Excavator, Loading equipment, Flat Bed Trailer) costing not less than the amount equal to 40% of estimated cost **i.e. Rs 2.56 Lakhs** or two similar works costing not less than the amount equal to 50% of estimated cost of work **i.e. Rs 3.20 Lakhs** or one similar works costing not less than the amount equal to 80% of estimated cost of work **i.e. Rs 5.12 Lakhs** in "last seven & current" financial years.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

Notes: -

1. Substantially completed works means those works which are 90% completed on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
2. Tenderer shall submit list of work executed in the past 7 years in their letter head duly signed by the proprietor/partner/director of the firm in the proforma contained in Clause 8 .1
3. Completion cost of works shall be brought to common base date of receipt of tender as per following formula: -
$$\text{Completion cost} \times (1 + \frac{\text{Period in days from date of completion to date of receipt of tender}}{365 \text{ days}} \times 0.10)$$

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 given in NIT (i.e. **ABC > 6.40 Lakhs**). 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.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

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 given hereunder.

S/No	Particulars of Veh/Eqpt/Plant	Nos Reqd
(a)	Self loaded concrete mixer of 4 cum drum capacity	01

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 defect observed in works which stand unrectified (If yes submit details and reasons).
- (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.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

(h) Firm should have been considered capable of taking more load in work load return circulated by DGBR. In case the firm is not considered capable for taking more work load due to unsatisfactory performance in the running works, in the prevailing report circulated by DGBR their technical bid shall be rejected.

6.5 Disqualification

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

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

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

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

- (a) Road work with estimated cost more than Rs. 50 crores.
- (b) Bridge work and via duct with estimated cost more than Rs. 20 crores.
- (c) Tunnel Works of any value.
- (d) Runway Work any value.
- (e) PEB structure works of any value
- (f) Solar Power works of any value
- (g) Works for specialist E/M services with estimated cost more than Rs. 20 crore
- (h) Consultancy Work for Preparation of DPR for Bridges Tunnels & EPC roads with estimated Cost more than Rs.5 Crore
- j) Works other than the types at (a) to (h) above with estimated cost more than Rs. 50 crore.

7.3. No JV shall be allowed for furniture works. No JV shall be allowed to participate if either or both the parties are banned/adversely remarked in WLR of BRO or debarred from tendering by any authority. Foreign Companies shall not be permitted to participate in JV except in case of tunnel project

7.4. Security clearance of Foreign Companies having foreign citizenship Directors shall dealt with as prescribed under subsequent para.

7.5. (a) Indian Companies having Director (s) of foreign origin and Indian Companies having Director (s) of Indian origin but residing abroad / having foreign citizenship shall be permitted to participate in JV. However, security clearance in such cases shall be obtained by following procedure laid down by Ministry of Home Affairs vide their letter No 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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

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.

(c) For runway tenders, all other policies issued vide E-in-C's Branch letter No. A/37696/OSDPL/POL/ E2W (PPC) dt 15 May 2015 as amended vide their letter even No dt 14 Mar 2017 pertaining to experience, nature of works executed, requirement of tools. plants and machinery, financial turnover, Available Bid Capacity etc shall be followed.

- 7.6 A valid agreement shall exist between the parties of JV defining clearly the role, responsibility and scope of work of each party, percentage share of each party along with nomination of leader (lead Party) for the purpose of this work and a confirmation that the parties of the JV are jointly and severally responsible.
- 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.
- 7.10 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.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

- 7.11 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.
- 7.12 JV concluded upto the date of bid submission are permitted to apply. Copy of JV should be uploaded. The Department reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant JV is found incorrect and / or misleading and/or false representation and/or deliberately suppressed information, at a later stage, the JV and both the parties shall be liable to be debarred from tendering/taking up of any work in BRO.
- 7.13 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').
- 7.14 The lead party shall attend all progress review meetings and shall be answerable to all issues relating to the project.
- 7.15 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
- 7.16 Any unrealized recovery from JV shall be recovered proportionately from the parties in proportion to their percentage share in the JV. If it is not possible to recover proportionate share (partly/fully) form one party, it shall be recovered from other party.

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

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

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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

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 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: -

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, equipments, vehicles/dumpers & 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).

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

(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.

8.6 **Working capital:-**

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

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

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

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

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

Notes:-

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

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

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

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

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

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

(i) Schedule- 'A' Notes.

(ii) Schedule 'A' (to be quoted by Bidder)

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

(iii) Schedules 'B', 'C', & 'D'.

(iv) Tender page

10 **Q bid evaluation**

(i) Arithmetical corrections shall be made if not correct.

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

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

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

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 un-enlisted contractor/enlisted contractors with BRO, who have not submitted standing security deposit.

(Signature of the Contractor)

EE (C)
SW
For Accepting Officer

(b) Un-enlisted contractors with BRO/enlisted contractors with BRO, who have not submitted standing security deposit will submit the tender accompanied with Earnest Money amounting to **Rs 12,800/- (Rupees Twelve Thousand and Eighty Hundred only)** in the form of Deposit at call Receipt/Term Deposit Receipt/Special Term Deposit Receipt and Bank Guarantee issued in favour of Chief Engineer (P) Dantak, C/O 99 APO payable at **SBI Hasimara (West Bengal)** by Nationalized/Scheduled Bank. Technical bid not accompanied with earnest money will not be considered for opening of financial bid. The amount of this receipt should be basic amount and not their maturity value. Any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender not accompanied with the earnest money in the form as indicated here-in-before or accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafied tender.

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

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% (Amended vide HQ DGBR letter No. 24228/DGBR/Policy Istr/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.

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 30 Sep 2024.

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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

15. **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.

16. **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.

17. Blank

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 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 **___ Dec 2023 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.

(Signature of the Contractor)

EE (C), SG
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
.....2023

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 Border Roads Organisation, Ministry of Defence** 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 No. CE (P) DANTAK/11 OF 2023-2024 for **NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE 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), SG
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), SG
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), SG
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), SG
SW
For Accepting Officer

ANNEXURE -III
PERFORMANCE GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the government") having agreed to **exempt**.....(hereinafter called "the said Contractor's) from the demand. under the terms and conditions of an Agreement dated.....Made between.....
.....and.....for.....
....

(hereinafter called "the said Agreement") of Security deposit for the due fulfilment by the said contractors of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs(Rupees.....only) we.....
.....bank Ltd (hereinafter referred as the Bank) do hereby undertake to pay to the Government an amount not exceeding. 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.

1. 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.

2. 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/ Depanment). 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.

3. 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.

4. 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), SG
SW
For Accepting Officer

[In lieu of IAFW-2249 (to be use in conjunction with General Conditions
of Contract)]

CHIEF ENGINEER PROJECT DANTAK

E-mail : bro-dtk@nic.in

Tele : 009752 - 351082/351086

Fax : 009752 – 351285

80601/ /E8

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

____ Nov 2023

NAME OF WORK: “HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE 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 (P) Dantak C/O 99 APO or at OIC liaison cell located at HQ 19 BRTF, Jaigaon, Pin-930019, Ph 8145087696/9643800181 upto 1700 hrs (BST) on 28 Nov 2023** addressed to Headquarters, Chief Engineer, Project Dantak, PIN – 931708, C/o 99 APO for **HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN** to be opened on **01 Dec 2023 at 1530 Hrs.**

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), SG
SW
For Accepting Officer

BORDER ROADS ORGANISATION
CHIEF ENGINEER PROJECT DANTAK
NOTICE INVITING TENDER- 11/2023-24

1. A sealed tender is invited for **“HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN”**
2. Tender documents may be downloaded from central public procurement portal site [http:// www.eprocure.gov.in/epublish/app](http://www.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	___ Oct 2023 at 1800 Hrs
02	Bid document download start date	___ Oct 2023 at 1830 Hrs
03	Clarification start date & time (Pre Bid queries)	___ Oct 2023 at 1830 Hrs
04	Clarification end date & time	___ Oct 2023 at 1100 Hrs
05	Bid submission start date & time	___ Oct 2023 at 1100 Hrs
06	Bid submission end date & time	___ Oct 2023 at 1700 Hrs
07	Opening date & time of Technical bid	___ Oct 2023 at 1530 Hrs
08	Opening date of Financial bid	Will be intimated later

3. The estimated cost of work is **Rs 6.40 Lakhs (Rupees Six Lakh and Forty Thousand only)** approximately or as subsequently amended in tender documents and uploaded in BRO website. 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 rate contract for the execution of work with Schedule "A" (List of works) to be priced by tenderers.
5. Not more than one tender shall be submitted by one contractor or one firm of contractors. Under no circumstances will a father or his son(s) or other close relations who have business dealings with one another, will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both the parties liable to rejection.
6. The work is to be completed upto 31 Mar 2024 or as subsequently amended in tender documents or uploaded on central public procurement portal site [http:// www.eprocure.gov.in/epublish/app](http://www.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.
7. **The Chief Engineer (P) Dantak, C/O 99 APO will be Accepting Officer** hereinafter, referred to as such for the purpose of this contract.
8. 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 HQ 19 BRTF, Jaigaon, Pin-930019, Ph 8145087696/9643800181 at **1700 hrs (BST) on 28 Nov 2023**. Part - I un-priced bid will be opened on **01 Dec 2023 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.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

NOTICE INVITING TENDER (CONTD)

9. Blank

10. **Earnest money** is not required to be attached with tender by the enlisted contractor with BRO who have submitted standing security and MSME registered firms as per Rule 170(i) of GFR 2017 but same is required from other contractors and to be attached (scanned copy) with technical bid for **Rs 12,800/- (Rupees Twelve Thousand Eight Hundred only)** in the form of Deposit at call Receipt/Term Deposit Receipt/Special Term Deposit Receipt and Bank Guarantee issued in favour of Chief Engineer (P) Dantak, C/O 99 APO obtained from any Nationalized/Scheduled Bank and 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 (Amended vide HQ DGBR letter No. 24228/DGBR/Policy Istr/2023/32/E8 dated 28 Mar 2023) in the shape of Bank Guarantee or FDR within 28 days of issue of LoA.**

12. The tenderer are advised to visit the site by making prior appointment with Commander, HQ 19 Border Roads Task Force, C/o 99 APO sufficiently in advance (Telephone No of Commander, HQ 19 BRTF at **009755- 252201**). 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, Project DANTAK at **009752 – 351082/351086** during office hours.

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

14. 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.

15. 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.

16. **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**

17. The Accepting Officer does not bind himself to accept the lowest or any tender or to give any reasons for not doing so.

18. 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

19. Blank.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

NOTICE INVITING TENDER (CONTD)

20. Blank.

21. Blank.

22. In case of rejection of technical bid, contractor may appeal to next higher engineer authority i.e. HQ DGBR on email bro-ddgepcncontract@bro.gov.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.

23. Blank

24. Blank.

25. In the event of lowest tenderer revoking his offer or revising his rates upward (which will be treated as revocation of offer), after opening of tenders, the earnest money deposited by him shall be forfeited. In case 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. Moreover, they shall not be issued any tender in BRO till such time the requisite amount is deposited by them.

26. 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.

27. Blank

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

29. The tender may be accepted as whole.

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

No.80601/ /E8

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

EE (C), SG
SW
For Accepting Officer

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) Brahmank, 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) Yojak, 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), SG
SW
For Accepting Officer

NAME OF WORK:	<u>“HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN”</u>
----------------------	--

GENERAL CONDITIONS OF CONTRACT

IAFW-2249

FOR

ITEM RATE CONTRACTS (IAFW-1779-A)

1. A copy of General Conditions of Contract (IAFW-2249) with Errata 1 to 20 and Amendments Nos 1 to 48 is in my/our possession. I/we has/have read and understood the provisions contained in the aforesaid GENERAL CONDITIONS OF CONTRACT 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 (IAFW-2249), including condition **No 70** thereof pertaining to settlement of dispute by arbitration, with Errata 1 to 20 and Amendment No 1 to 48 shall form part of these 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 Commander Contract and OC Contract respectively as applicable in Border Roads Organisation.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE 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) Special Conditions.
- (d) 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 HQ 19 BRTF, C/o 99 APO for deployment of Veh to be provided and make himself familiar with the working conditions, road accessibility etc which affects the work 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 platform, 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.

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

3. **REQUIREMENT OF THE EQUIPMENT**

The contractor shall position the equipment as per Schedule 'A' with all accessories and this equipment shall be made functional in all respects within 15 days of placing of Work Order. All the equipment mentioned in the Schedule "A" will be arranged by the contractor under his own arrangement without any extra cost. The trial run of the equipment will be the sole responsibility of the contractor.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD....)

4. 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.

5. MINIMUM FAIR WAGES PAYMENT TO LABOUR

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

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

5.3. 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.

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

5.5 The contractor shall maintain muster roll of labourer engaged in the work alongwith 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.

6. MOVEMENT OF CONTRACTOR VEHICLES

6.1. Minimum classification of existing bridges on the roads are **Class 24R bridges**, contractor should not bring any heavier vehicle/plant/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.

6.2. In case the condition of these bridges warrant 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.

7. SECURITY RESTRICTIONS

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

7.2 The contractor and his agents, servants and all his persons related to work shall observe the rules formulated by the authority controlling the area of work. Prohibition of smoking, fire precautions, search of person and vehicle, at time of entry and exit, may be conducted by Bhutan Police/Military/GREF authorities at the site at any time and for any number of times for Security reasons. No extra claim whatsoever shall be entertained from the contractor for such contingencies.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

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

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

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

8. 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.

9. TAXES ETC

The tendered amount shall, inter-alia be deemed to be inclusive of all taxes viz. Work Contract Tax, Terminal Taxes, Toll Taxes, Royalty, Octroi, Sales Tax/Vat, Service Tax, IT, BCT, Monopoly Charges, and other taxes and the like levies payable under the respective existing states etc. No claim on account of any taxes will be payable to contractor whatsoever except as provided in sub para 9.2 here-in-after.

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

10.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes (including sales Tax/VAT on materials, Sales Tax/VAT on works contracts, Turnover Tax, Service Tax etc), duties, Royalties, Octroi & other levies payable under the respective states. No reimbursement/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 as provided in sub para 10.2 here-in-below.

10.2 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 Sales Tax/VAT on works contracts, Turnover 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 contractor to the Govt/deducted by the Govt. from any payments due to the contractor. Similarly imposition of any new "taxes directly related to contract value" after the last due date for receipt of tenders shall be reimbursed to the contractor and abolition of any "taxes directly related to contract value" prevailing on last due date for receipt of tenders shall be refunded by the contractor to the Govt/deducted by the Govt. from the payments due to the contractor.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

10.3 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 there to which he may be in a position to supply. The Contractors shall submit the other documentary proof/information as the OC Contract may require.

10.4 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 authorised representative of Govt., and shall further, at the request of the OC Contract furnish, verified in such a manner as the OC Contract may require, any documents so kept and such other information as the OC Contract may require.

10.5 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 submit documentary proof for the same as the OC Contract may require."

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

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

11. **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.

12. **FOREIGN EXCHANGE/IMPORT LICENCE**

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

12.1 The Contractor shall furnish to the Engineer-in-Charge a distribution return of his vehicles/equipment on the work site stating the following particulars:-

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

(ii) Total Number of vehicles/equipment on work site

(iii) Location indicating quantity at the site of work.

12.2 For the purpose of this condition, vehicles /equipment shall include all equipments but not the workmen's tool and/ or any manually operated tools.

12.3 No tool, plant & vehicles/equipment shall be removed from the site by the contractor without written approval of OC Contract.

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

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

14. **ELECTRICITY AND WATER**

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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

15. **RATES:-**

15.1 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.

15.2. Unit rates quoted shall also deemed to include all charges/expenses on account of all Veh/Eqpts required for completing the work as specified in Schedule A, Sales Tax, Service Tax, Work Contract Tax, IT, BCT, Octroi, inter state barrier charges or any other charges which are required for completion of work as per Schedule A /Work Order.

15.3. The rate quoted shall also include transportation of equipment upto work site during induction and from the work site during de-induction including loading/unloading.

16. 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.

17. **MEASUREMENT FOR PAYMENT**

Measurements pertaining to the work completed under this contract will be recorded as per the accounting unit mentioned in Schedule A and signed in the measurement book (IAFW-2261) by the Junior Engineer.

(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.

(a) 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.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

18. **ACCEPTANCE OF WORK DONE**

The Engineer-in-Charge/OC Contract shall exercise control over the quality of work done by carrying out necessary quality checks/test results as specified in the particular specifications.

19. **PAYMENTS**

Payment of RAR/Final bill will be made based at the rate quoted in Schedule "A" to the Contractor after Standard Deductions (Security deposit/Retention money/Performance Guarantee) as applicable. The retention money will be cleared in the final bill and security deposit/performance guarantee will be released on production of No claim/No demand certificate from the Contractor and OC Contract respectively duly verified by AO TF after payment of Final Bill.

20. **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.

21 **VENUE OF ARBITRATION:** Place of arbitration hearing shall be as per decision of Arbitrator.

21.1. **ARBITRATION (Refer Clause 70 of Condition of contract of IAFW-2249)**

21.2. 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.

22. **Defects Liability Period** : Blank

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

23.1. The contractor shall get himself registered with Asst Labour Commisiioner, Siliguri 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 non-compliance, the contractor shall be liable for punitive action under CL (R&A) Act 1970.

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

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

(i) The loss suffered by him on account of any damage or distruction of his vehicles/dumpers, the amount of losses assessed by the Accepting Officer of the contract on this account shall be final and binding.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

(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 reimbursement shall be made nor shall any compensation be payable for any vehicles/dumpers not laying on the site of work at the time of enemy action.

25. **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).

26. **ESCALATION**

No claim of reimbursement is admissible under this contract including extended period, if any.

27. **INCOME TAX**

Indian Income Tax alongwith BCT will be deducted at source as applicable.

28. **DEDUCTION OF TAX AT SOURCE**

Indian Income tax alongwith BCT shall be deducted at source as applicable.

29. **REGISTRATION**

The contractor is required to get his firm registered with Sales Tax Department and Asst labour Commissioner Siliguri under contract labour (R&A) Act and Building and other construction workers Act 1996. A copy of valid registration certificate issued will be submitted to Commander Contract while processing RARs/Bills.

30. **MANDATORY REQUIREMENT FOR MAKING PAYMENTS: E-PAYMENT THROUGH NEFT/RTGS/ECS/EBS.**

30.1 All payment will be made through E-payment and hence tenderers must furnish details in the following format along with blank cheque leaf:-

Name of the Beneficiary	Account type of beneficiary	Name of bank, address contact No	Bank account Number of beneficiary	Beneficiary bankers IFSC Code	Beneficiary bankers MICR Code	Beneficiary address and Contact No
-------------------------	-----------------------------	----------------------------------	------------------------------------	-------------------------------	-------------------------------	------------------------------------

30.2 Payment may also be made by means of a crossed cheque ("A/C payee only") to the **contractor at the discretion of paying authority. In case the payment through cheque is made by post, the postage charges will be deducted from the net amount due to the contractor.**

31. **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 rejection.

32. Legal jurisdiction for this contract agreement shall be **"Courts at Siliguri/ Kolkata in the State of West Bengal"** .

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

33. **VINTAGE/ CONDITION OF THE EQUIPMENT (SLEF LOADED CONCRETE MIXER)**

The equipment to be provided under this agreement shall preferably be new buy. Vintage of equipment shall not be more than **02 years** as on date of tender due date and should not have run more than 2000 hrs. Copy of purchase voucher should be submitted alongwith bid documents and department may verify the authenticity of same from concerned authorities.

34. **OFF ROAD PERIOD:**

34.1 Entire crew i.e, Operator/Mechanics/helpers etc as required to run the equipment and spare parts will be provided by the contractor at his own arrangement to make the equipment functional all the time. The rates shall be inclusive of all crew members.

34.2 A particular equipment should not be off road for more than 05 days continuously in a month and maximum up to 08 days in a month including closed holidays .For each day of off road the rate to be deducted as per prorata basis or equipment to be run additional hrs after completion of days mentioned at Work order. In this regard the decision of Engineer-in-Charge and OC Contract is final.

34.3 Any damages occurring to the equipment will be sole responsibility of the firm/contractor. On occurring of major damages, the another equipment in good condition will be provided by the contactor immediately without any extra cost on this account.

35. **HOLIDAYS:**

All Govt. holidays will be observed by the firm. In case of bandh /strike by locals, no idling charges will be paid extra to the contractor. No charges will be paid by Deptt on non-working days.

36. **SPARE PARTS**

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

37. **PERIOD**

The period of hiring of equipment will be **up to 31 Mar 2024 or hrs run as per schedule 'A' which ever is earlier.** The period of hiring will be reckoned from the date of equipment becoming functional.

38. **POL**

38.1 Diesel only shall be issued by the department under schedule 'B'. No diesel shall be issued during trial run or under repairing period, The quantity as supplied to department by IOC will be made available. Contractor should make necessary arrangement to check quality at their end.

38.2 POL will be issued at **HQ 63 RCC and their allied detts.**

38.3 The contractor will have no claim on the quality of POL items supplied.

38.4 Lubricants for running the equipment will be arranged by the contractor including changing of oils for engine and other components.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

39. ISSUE OF FUEL FOR VEHICLES UNDER SCHEDULE 'B'

39.1 The HSD required for running all the equipment once inducted at the site of work shall be issued by the Deptt based on the assessment of KPL/HPL by a Board of Officers constituted under the order of TF Commander. However, the maximum consumption/issue of HSD per hr shall not be more than as specified in the manual of particular equipment.

39.2 As soon as all the equipment are inducted the opening tank balance in the tanks of equipment will be recorded in the Log Book.

39.3 Immediately after satisfactory completion of work but before the equipment are removed from site of work, the contractor will return the HSD unutilized in tank of equipment which was issued by the Deptt at the place of issue and necessary entries thereon will be made in the log book and signed by both the parties.

39.4 In case the contractor fails to return the unutilized HSD held in the tank of equipment, the recovery will be affected for the unreturned unutilized **HSD at double the market rate.**

39.5 The contractor before the final bill will give complete details of HSD utilized equipment wise duly giving the justification for the HSD for equipment based on hrs per Litre. If there is any over issue/utilization, the quantity of HSD will be returned by the contractor at the place of issue or the recovery will be affected for the unreturned **HSD at double the market rate.**

39.6 Contractor to place the equipment at the location as per ground requirement, as demanded by Engineer-in-Charge/OC Contract as and when required. Any equipment not recommended by the Board of Officers due to low HPL, shall be replaced by the contractor at no additional cost to the department.

40. CREW

40.1. The operator, mechanic or any manpower required to run the equipment shall be provided by the contractor without any extra cost. The operator must be in possession of experience in operating the equipment in hills/plains.

40.2 Only experienced personnel to be deployed on equipment to avoid accident. Drivers to have valid license approved by authorized transport authorities.

41. MAINTENANCE AND REPAIRS

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

42. RETURN OF EQUIPMENT

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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

43. BOARDING/LODGING AND EXPERIENCE OF REP OF CONTRACTOR

43.1 The person/rep of contractor at site should be having atleast five (5) years experience in the field of operating and handling similar work.

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

44. PENALTY

44.1 In case of any loss/unsound delivery of departmental stores by the person/rep of the contractor, cost of the same will be recovered from the contractor.

44.2 Penalty shall be worked out by OC Contract @ 0.5% of contract value on each occasion on liquidated damages/direct damages to department including disobey of orders/duties.

44.3 Penalty @ 0.1% of contract value will be charged in case of non reporting for work without prior information on account of repairs/maintenance of equipment and any other reasons.

44.4 No idling charges will be paid to the contractor in case of equipment remaining idle due to natural calamities and extremely adverse weather condition/circumstances beyond the control of department.

45. EQUIPMENT

45.1 Contractor has to ensure that the equipment must run the approximate hrs stipulated under schedule 'A' within **31 Mar 2024** from the date of commencement as per work order.

46. MAINTENANCE OF DAILY RECORD

46.1 Log book for each equipment registration number wise shall be opened. Daily hrs run by equipment shall be entered in the log book. Log book shall be signed daily by representative of contractor and Engineer-in-Charge. Monthly summary of log book shall be countersigned by OC Contract.

46.2 RAR/Final bill be prepared duly supported by log book.

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

47. DEPLOYMENT OF EQUIPMENT

47.1 Equipment will be deployed for mixing of concrete or as directed by Engineer -in - charge.

47.2 Equipment will be deployed on newly cut/Kacha road/rough road.

48. REPLACEMENT OF EQUIPMENT/OPERATOR

48.1 If at any stage Engineer-in-Charge/OC Contract find that the equipment are not giving the desired output, contractor has to change the equipment immediately on written instructions from Engineer-in-Engineer/OC Contract within **15 days**.

48.2 If Engineer-in-Engineer/OC Contract feels that operator is not skilled to do the job, contractor without any dispute has to change the operator on written instructions from Engineer-in-Engineer/OC Contract within **15 days**.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SPECIAL CONDITIONS (CONTD.....)

49. TERMINATION OF CONTRACT

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

50. MODE OF PAYMENT

All payment will be made through E-payment and hence tenderers must furnish details in the following format along with blank cheque leaf:-

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

Dated

Signature of the Contractor (seal)

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

Signature of the Bank Officer

51. INDUCTION OF MEN AND EQUIPMENT

Induction of men and equipment in Bhutan as per RGoB guideline and all expenditure be incure for this purpose born by the contractor.

52. Minimum working hours in a day will be 05 (five) hours. If the equipment does not run for 05 hours due to default of contractor, payment will be made as per actual run. The equipment will be utilized for a minimum of 125 hrs during a Month.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

PART-II PRICED BID

SCHEDULE - "A" NOTES

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN"

1. The hrs in column 5 of Schedule 'A' are approximate and are inserted as a guide only.
2. The President of Indian does not bind himself to accept the lowest or any tender. **The tender shall be accepted as a whole for which the contractor shall have no claim on this account.**
3. The rates quoted by the contractor shall be excluding Cost of POL and inclusive of freight, cost of fitments, ideling of vehicles, all duties and taxes as applicable such as Sales tax, Service tax, Excise duty, Octroi, Toll tax IT and BCT. No re-imbusement will be made by the department on this account.
4. Tenderers are requested to quote their Unit Rate under column 06 of Schedule 'A' in figure and words and extend the total amount under Column 07.
5. In the event of discrepancy between the words and figures of the rates quoted, the amount stated in words will be taken as correct and total amount will be corrected accordingly.
6. **The equipment hrs run given in** Schedule "A" are provisional and will be measured in accordance with the stipulated method of measurements and paid for as actually carried out on ground as per written orders of OC Contract.
7. Tenderers are requested to study the provisions contained in Schedule 'A' before quoting their rates in Schedule "A".
8. In case of difference of opinion between the contractor and Engineer-in-Charge as to whether or not a certain item of work needs to be included in the contractor's prices, the decision of the Accepting Officer shall be final and binding.
9. Operator, Mechanic and spares parts shall be kept readily available at site during the working period to make the equipment functional by the contractor. No extra cost will be paid on this account. The rates quoted by the firm shall be inclusive of cost of crew i.e., operators, helpers, mechanics, spare parts, maintenance etc to run and keep the fleet on road at all time.
10. No price escalation shall be made to any item of work.
11. Total period of completion for the works shall be **31 Mar 2024 or hrs run mentioned in schedule 'A' which ever is earlier** from the date of equipment becoming functional. The contractor to bring the equipment and make it functional at site within **15 days** from the date of placing of work order.
12. The requirement of hrs mentioned in Schedule 'A' are approximate and inserted as guide only. If requirement of hrs are increased or decreased, the tenderer will have no claim on this account. However the same shall not be varied beyond the deviation limits.
13. Unit rate quoted by the contractor shall be inclusive of cost of crew i.e, Operator/helper/mechanic /lubricants/spare parts/maintenance /induction/de-induction charges etc required to run and keep the equipment on road.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SCHEDULE - "A" NOTES (CONTINUED)

14. Rate quoted will be exclusive of cost of HSD which will be issued by the Deptt to contractor as Nil rate specified in Schedule 'B' Page No **135**.
15. The contractor has to shift HSD from place of issue as mentioned in schedule 'B' to work site at his own arrangement with no extra cost to the department.
16. The Schedule "B" consists of HSD only. The contractor has to make his own arrangement for all other stores/materials/spares/lubricants required for functioning of equipment contracted for.
17. The store listed above shall be issued based on the assessment of hour per litre by a BOO constituted under the order of TF Commander for the equipment as per Schedule 'A'.
18. It shall be the responsibility of the contractor to submit his demand for the above item in writing to the Engineer-In-Charge/ OC Contract at least 15 (Fifteen) days in advance of his requirement.
19. Hrs run of equipment will be increased or decreased subject to actual requirement of work on ground. However it should be within the deviation limits as per condition 5 of General Conditions of Contracts IAFW-2249; the tenderer will have no claim on this account.
20. As and when the deficiency of equipment meets by any means by the department, the equipment being hired against the proposed tendering action will be de-hired and for that the contractor shall have no claim on this account.
21. Rate quoted will also be inclusive of electricity charges in case any equipment runs on electricity. No electricity will be supplied by the department.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

**SCHEDULE `A`
(SCHEDULE OF REQUIREMENT)**

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN"

S/No	Description of items	Ref to specification	Unit	Approximate hrs Required (Nos of units)	Unit Rate in Rupees for Hiring charges (figures and words)	Total Amount in Rupees (Figures and words)	Period of hiring
1	2	3	4	5	6	7	8
1	Hiring of one (01) no self loaded concrete mixer with 4 cum drum capacity to be deployed on various road in the AoR of 63 RCC sector under 19 BRTF of Project Dantak inside Bhutan	As specified in Tender documents	hrs	306.00	Rs_____ (Rupees)_____ _____ _____ _____ _____ _____ _____ _____ _____ only)	Rs_____ (Rupees)_____ _____ _____ _____ _____ _____ _____ _____ _____ only)	Total period upto 31 Mar 2024 or hrs run completed whichever ever is earlier
Total Cost (Rupees)							

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SCHEDULE `B`

(ISSUE OF STORES TO THE CONTRACTOR)

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN"

Srl No.	Description	Sector	Rate at which stores will be issued to contractor		Place of issue	Remarks
			Unit	Rate (Rs)		
1	2	3	4	5	6	7
1.	HSD	Road sector of 19 BRTF	Ltr	Nil	HQ 63 RCC & their allied detts	

Notes:-

1. The rate of HSD is Nil. The contractor has to shift HSD from place of issue to work site at his own arrangement with no extra cost to the department.
2. The Schedule consists of HSD only. The contractor has to make his own arrangement for all other stores/materials/spares/lubricants required for functioning of equipment contracted for.
3. The store listed above shall be issued based on the assessment of consumption (i.e **hr per litre**) by a BOO constituted under the order of TF Commander for the equipment/plant as per Schedule 'A'.
4. It shall be the responsibility of the contractor to submit his demand for the above item in writing to the Engineer-In-Charge/OC Contract at least 15 (Fifteen) days in advance of his requirement.
5. Engineer-in-charge/OC Contract to ensure that HSD should not be issued for more than one week consumption at a time to avoid overstocking by the contractor.

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

SCHEDULE `C`

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

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE 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

NAME OF WORK: "HIRING OF ONE (01) NO SELF LOADED CONCRETE MIXER WITH 4 CUM DRUM CAPACITY TO BE DEPLOYED ON VARIOUS ROAD IN THE AOR OF 63 RCC SECTOR UNDER 19 BRTF OF PROJECT DANTAK INSIDE BHUTAN"

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

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer

TENDER

To

The President of India

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

1. Particular/technical specifications.
2. Detailed specifications/other tender documents.
3. Schedule 'A', 'B', 'C' & 'D' attached here to.
4. Special Conditions of the Contract
5. General Conditions of Contracts IAFW-2249 including amendments 1 to 48 and errata No 1 to 20.
6. 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 **PSE** and or **PSU** the same will be referred to a Sole Arbitrator to be appointed by Secretary, Bureau of Public Sector Enterprises (refer Special condition **16** of tender documents).

Witness:
(Name in Block letters)
Address-----

Signature of Contractor
in the capacity of _____ duly
authorized to sign the tender for and on behalf
of M/s _____
(In Block letters)
Postal address: - _____

Signature of the Contractor)

EE (C), SG
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 _____, HQ CE (P) DANTAK on my behalf. The said Officer is hereby authorised to sign and initial on my behalf the documents forming part of this contract.

The above tender is accepted by me on behalf of the President of India in respect of all items of Schedule "A" attached hereto at the price quoted therein for Rs. _____ (Rupees _____ only) in respect of M/s _____

Signature

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

Signed this ___ day of _____ 2023

(Signature of the Contractor)

EE (C), SG
SW
For Accepting Officer