

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

Name of Work: SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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(Signature of Contractor)

For Accepting Officer

FAX- **03592-259210**
Tele No. **03592-259208, 259209**
Email:bro-swtk@nic. in
<http://www.bro.gov.in>

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

80436/ 03 /E8

06 Jul 2018

M/s _____

PART-I TECHNICAL BID

Name of Work: SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

Dear sir (s),

1. A set of tender documents containing T-Bid (Technical bid) and Q-Bid (Financial Bid) for the above work is forwarded herewith. **Please note that tender will be received through online by the Chief Engineer Project Swastik, C/o 99 APO upto 1200 Hrs on 26 Jul 2018.** The 'T'-bid will be opened as per date/time as mentioned in the tender critical date sheet. After online opening of T-Bid the results of their qualification as well Q-Bid opening will be intimated later.

2. Tenderers or their duly authorized representative who have submitted their tenders and who wish to be present at the time of opening of tenders may visit the office of Chief Engineer **Project Swastik** at the above mentioned time. However they can view online tender opening process at their premises.

3. Tender documents may also be downloaded from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>. **Scanned copies of all the documents, duly authenticated, as per requirement of tender conditions be uploaded with the online submitted bid. The Hard copies of the original instruments like earnest money, undertaking given at Page No. 58 of tender must be delivered to the Chief Engineer Project Swastik, on or before date / time of Bid submission as mentioned in critical date sheet. Same can be handed over in person to the dispatch section of this HQ. On the top of envelop it should be mentioned that "The envelop shall be opened only by BOO". If acceptable Earnest Money is not submitted in the office of Chief Engineer as directed above, tender shall be rejected by the Accepting officer. Scanned and Original copies should be same and no difference is acceptable for evaluation.**

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

Part-I ('Technical Bid' – 'T' Bid)

Part-II ('Financial' bid- 'Q' Bid)

5. Part- I (Technical Bid – 'T' Bid)

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

(i) Scanned copy of Earnest Money Deposit by enlisted contractors who have not submitted standing security deposit".

(ii) Scanned and signed copy of all the Eligibility/Qualification documents required as per tender conditions given at Page No.03 to Page No. 10 of tender documents.

(iii) Scanned and signed copy of under taking by tenderer given at Serial Page **No. 58** of tender.

Signature of Contractor

For Accepting Officer

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

- (i) Part-I Technical Bid of the tender document.
- (ii) Notice Inviting Tender
- (iii) 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 Blank.

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

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

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

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

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

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

(Signature of Contractor)

For Accepting Officer

| S/No | ELIGIBILITY CRITERIA | DOCUMENTS REQUIRED TO BE SUBMITTED |
|------------|--|--|
| | | <p style="text-align: center;">Or</p> <p>That the immovable property is free from any disputes and encumbrances and clearly belongs to the contractor. The immovable property has been mortgaged/hypothecated for Rs Market value of immovable property as per valuation report given by Registered valuer is Rs Therefore residual market value of property i.e. Rs (Market value minus mortgaged value) is free from any mortgage/hypothecation.</p> <p>(b) That the said immovable property has not been shown for seeking enlistment of a sister concern in BRO.</p> <p>(c) That the said immovable property will not be sold, transferred, gifted or otherwise disposed off till satisfactory completion of the work.</p> <p>Note: Documents exempted for tenderers enlisted with BRO in eligible class* & above</p> |
| | (c) Engineering Establishment: Firm should have employed following Engineers on regular establishment:- | Not applicable to this tender |
| | <p>Estimated Cost of work</p> <p>Up to Rs 1 Crore</p> <p>Between Rs 1 Crores to Rs 3 Crores</p> <p>Between Rs 3 Crores to Rs 6 Crores</p> <p>Between Rs 6 Crores to Rs 12 Crores</p> <p>Between Rs 12 Crores to Rs 18 Crores</p> <p>Between Rs 18 Crores to Rs 25 Crores</p> <p>Between Rs 25 Crores to Rs 50 Crores</p> <p>Between Rs 50 Crores to Rs 100 Crores</p> | <p>Nos of Engineers</p> <p>One Engineer (Graduate or Diploma)</p> <p>Two Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Three Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Four Engineers (Graduate with minimum 2 years experience and/or Diploma with 4 years experience)</p> <p>Five Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Six Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Seven Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> <p>Eight Engineers (Graduate with minimum 3 years experience and/or Diploma with 6 years experience)</p> |
| A.2 | Experience:- | |
| | <p>Tenderer should have successfully completed or substantially completed Three similar works costing not less than 40% of estimated cost of work i.e. Rs 255.20 lac.</p> <p style="text-align: center;">Or</p> <p>Two similar works costing not less than 50% of estimated cost of work ie Rs 319.00 lac.</p> <p style="text-align: center;">Or</p> | <p>(i) List of work completed/substantially completed in last seven and current financial years and ongoing works in following format:-</p> <p>(a) Name of work & CA No.</p> <p>(b) Brief scope of work</p> <p>(c) Name & address of employer/client</p> <p>(d) Accepted contract amount</p> <p>(e) Date of commencement of work</p> <p>(f) Original date of completion</p> <p>(g) Extended date of completion</p> <p>(h) Actual date of completion/present progress</p> <p>(j) Cost of completed work</p> |

(Signature of Contractor)

For Accepting Officer

| S/No | ELIGIBILITY CRITERIA | DOCUMENTS REQUIRED TO BE SUBMITTED | | | | | | | | | | | | |
|-----------------|---|---|--------------------|---------------|------|----------------|------|-----------------|------|----------------|------|---------------|------|--|
| | <p>One similar work costing not less than 80% of estimated cost of work i.e. Rs 510.40 lac in "last seven & current" financial years.</p> <p>These similar works (Supply of stone materials) should have successfully completed or substantially completed** at altitude 1000 m & above, if work is required to be executed at altitude 2100 m & above.</p> | <p>(k) Remarks explaining reasons of delay if any. Note: Works proving eligibility criteria of experience shall be highlighted and performance certificate from client in respect of these works shall be submitted.</p> | | | | | | | | | | | | |
| A.3 | <p>Available Bid Capacity (ABC) as per formula given below should be more than estimated cost of work given in NIT. Available Bid Capacity = 2.5 X A X N – B A. - Maximum value of all civil engineering works in any one year during the last 5 financial years (Updated at current price level with enhancement factors as given below):-</p> <table border="1" data-bbox="295 792 917 999"> <thead> <tr> <th>Year</th> <th>Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td>Last Ist year</td> <td>1.10</td> </tr> <tr> <td>Last IInd year</td> <td>1.20</td> </tr> <tr> <td>Last IIIrd year</td> <td>1.30</td> </tr> <tr> <td>Last IVth year</td> <td>1.40</td> </tr> <tr> <td>Last Vth year</td> <td>1.50</td> </tr> </tbody> </table> <p>N- Number of years prescribed for completion of work for which the current bid is invited. B-Value of the balance ongoing works to be executed in period N</p> | Year | Multiplying Factor | Last Ist year | 1.10 | Last IInd year | 1.20 | Last IIIrd year | 1.30 | Last IVth year | 1.40 | Last Vth year | 1.50 | <p>For-A: - Balance sheets/Certificates from chartered Accountant indicating annual turnover of civil engineering work constructed in last 5 years. For-B:- Contractors shall submit details of ongoing works as per format stated here-in-before. Tenderers shall calculate ABC and submit details duly signed.</p> |
| Year | Multiplying Factor | | | | | | | | | | | | | |
| Last Ist year | 1.10 | | | | | | | | | | | | | |
| Last IInd year | 1.20 | | | | | | | | | | | | | |
| Last IIIrd year | 1.30 | | | | | | | | | | | | | |
| Last IVth year | 1.40 | | | | | | | | | | | | | |
| Last Vth year | 1.50 | | | | | | | | | | | | | |
| A.4 | <p>Vehicles, Equipments and Plants (VEP) Tenderer should own or have assured access (through hire/lease/purchase agreement/other commercial means) to the requisite Equipments, Plants and Vehicles in good working condition</p> <p>(a) Dumper / Load Carrier - 18</p> | | | | | | | | | | | | | |
| A.5 | <p>Performance and other requirements: (a) There should not be poor/slow progress in running works due to defaults of the tenderer. (b) There should not be serious defects observed in works which stand un-rectified by the tenderer.</p> | <p>Tenderer shall submit the under taking that:- (a) There is no poor/slow progress in running works. (If yes he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control) (b) There are no serious defects observed in works which stand un-rectified (If yes he will submit details and reasons)</p> | | | | | | | | | | | | |

(Signature of Contractor)

For Accepting Officer

| S/N o | ELIGIBILTY CRITERIA | DOCUMENTS REQUIRED TO BE SUBMITTED |
|----------|---|--|
| | <p>(c) There should not be any cancelled/abandoned contracts in which Govt unrealized recoveries exist.</p> <p>(d) Tenderer should have not been blacklisted by any Govt Deptt.</p> <p>(e) There should not be any Govt dues outstanding against the tenderer.</p> <p>(f) Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected.</p> <p>(g) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details).</p> <p>(h) Tenderer shall submit information of all arbitration/court cases decided during last five & current financial years and also presently in progress as per following format:-</p> <ol style="list-style-type: none"> Name & address of employer Cause of dispute Amount involved Brief of court judgment/ arbitration award (if published) otherwise present progress | <p>(c) There are no cancelled/abandoned contracts in which Govt unrealized recoveries exist (If yes he will submit details and reasons)</p> <p>(d) He/They have not been blacklisted by any Govt Deptt (If yes he will submit details and reasons)</p> <p>(e) There are no any Govt dues outstanding against the firm (If yes he will submit details and reasons)</p> <p>(f) Tenderer are not habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected. (If yes he will submit details and reasons)</p> <p>(g) Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor proceedings are pending in court for such activities (If yes he will submit details)</p> |
| B | <p>Note for (A):-</p> <p>(i) *Eligible class shall be:- class E for works with estimated cost up to Rs 0.25 crore (as per NIT), class D for works with estimated cost between Rs 0.25 crore to Rs 0.50 crore (as per NIT), class C for works with estimated cost between Rs 0.50 crore to Rs 1.00 crore (as per NIT), class B for works with estimated cost between Rs 1.00 crore to Rs 3.00 crore (as per NIT), class A for works with estimated cost between Rs 3.00 crore to Rs 7.50 crore (as per NIT), class S for works with estimated cost between Rs 7.50 crore to Rs 15 crore (as per NIT) and class SS for works with estimated cost between Rs 15 crore to No limit (as per NIT). If contract is to be accepted in part, eligible class shall be as per estimated cost of part(s) in which tenderer has participated.</p> | |
| | <p>(ii) For hiring of vehicle/equipment/plant and supply of materials, execution of main works for which hiring/supply is required, shall also be treated as similar works. If contract is to be accepted in parts, tenderer shall meet the eligibility criteria as per estimated cost of part(s) in which tenderer has participated.</p> <p>(iii)The work may have been executed by the tenderer as prime contractor or as a member of joint venture or sub contractor. In case Project has been executed by a joint venture, weightage towards experience of the project would be given to each member in proportion to their participation in the joint venture.</p> <p>(iv) **Substantially completed works means those works which are 90% completed on the date of submission (ie gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.</p> | |
| | <p>Note for (A) Contd.....</p> <p>(v) Completion cost of work shall be brought to common base date of receipt of tender as per following formula: Completion cost X (1+(period in days from date of completion to date of receipt of tender/365 days)X0.1))</p> | |

| | <p>(vi) Available Bid Capacity (ABC) will be calculated as under:- Available Bid Capacity = 2.5 X A X N – B A. - Maximum value of all civil engineering works in any one year during the last 5 financial years (Updated at current price level with enhancement factors as given below):-</p> <table border="1" data-bbox="335 257 1149 459"> <thead> <tr> <th>Year</th> <th>Multiplying Factor</th> </tr> </thead> <tbody> <tr> <td>Last Ist year</td> <td>1.10</td> </tr> <tr> <td>Last IInd year</td> <td>1.20</td> </tr> <tr> <td>Last IIIrd year</td> <td>1.30</td> </tr> <tr> <td>Last IVth year</td> <td>1.40</td> </tr> <tr> <td>Last Vth year</td> <td>1.50</td> </tr> </tbody> </table> <p>N- Number of years prescribed for completion of work for which the current bid is invited. B-Value of the balance ongoing works to be executed in period N</p> <p>(vii) The tenderers shall indicate actual figures of completion cost of work and value of A without any enhancement as stated above. (viii) To determine the altitude of work, average of minimum and maximum altitudes of the work site shall be considered. (ix) No extension of time shall be given on account of delays in arranging/deploying and breakdown of requisite Equipments, Plants and Vehicles and also due to delays in obtaining clearances for installation of crushers, hot mix plant etc if work is awarded to tenderer. (x) Immovable properties shall be exclusively in the name of contractor/Company and not in the name of family members/relatives/Others. In case of Limited Companies, these should also be reflected in Balance Sheet. (x) Relaxation may be given in any one criteria (except in criteria's of Experience and Performance & other requirements) upto 25% extent i.e. ABC may be permitted up to 75% of estimated cost of work/VEP may be permitted upto 75% of total Nos of requisite VEP/Working Capital may be permitted upto 75% of requirement/Immovable property may be permitted up to 75% of requirement/Engineering establishment may be permitted up to 75% of requirement. No relaxation shall be permitted in criterias of experience and performance & other requirements. (xi) The tenderer may be afforded an opportunity to clarify or modify his qualification documents, if necessary, with respect to any rectifiable defects. The tenderer will respond in not more than 15 days of issue of the clarification letter, failing to which his tender is liable to be rejected.</p> | Year | Multiplying Factor | Last Ist year | 1.10 | Last IInd year | 1.20 | Last IIIrd year | 1.30 | Last IVth year | 1.40 | Last Vth year | 1.50 |
|--|--|----------|----------------------|---------------|---|--|---|--|--|------------------------------------|--|---------------|------|
| Year | Multiplying Factor | | | | | | | | | | | | |
| Last Ist year | 1.10 | | | | | | | | | | | | |
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| Last IIIrd year | 1.30 | | | | | | | | | | | | |
| Last IVth year | 1.40 | | | | | | | | | | | | |
| Last Vth year | 1.50 | | | | | | | | | | | | |
| B | OTHER ELIGIBILITY CRITERIA | | | | | | | | | | | | |
| | <p>(i) Copies of passport of proprietor/partner/directors (if available). If not submitted and Accepting Officer has doubt in character and antecedents of proprietor/partner/directors he may get these verified from police authorities. Note: Documents are exempted for tenderers enlisted with BRO in any class.</p> | | | | | | | | | | | | |
| | <p>(ii) Copies of PAN card of proprietor/partner/directors. Note: Documents are exempted for tenderers enlisted with BRO in any class. (iii) Lowest bidder (if his offer is decided for acceptance) will be acquired to fill enlistment form for provisional enlistment. Note: Documents are exempted for tenderers enlisted with BRO in any class.</p> | | | | | | | | | | | | |
| C | <p>JOINT VENTURE (JV):- Joint ventures are permitted for all works including Resurfacing of Runway works with estimated cost more than Rs 50.00 crores. Number of partners in Joint Ventures shall not be more than three. Evaluation shall be done as under:--</p> <table border="1" data-bbox="231 1736 1540 2105"> <thead> <tr> <th>CRITERIA</th> <th>Method of Evaluation</th> </tr> </thead> <tbody> <tr> <td>Experience</td> <td>All partners of JV must satisfy collectively.</td> </tr> <tr> <td>Available bid capacity Immovable property</td> <td>Each partner of JV should meet the criteria in proportion of shares of partners in JV. For example, if any partner has 40% share in JV, he should have available bid capacity more than 40% of estimated cost of work and minimum immovable property equal to 40% of 10% i.e. 4% of estimated cost of work.</td> </tr> <tr> <td>Vehicles, Equipments and Plants Working Capital, Engineering Establishment for execution contracts</td> <td>All partners of JV must satisfy collectively</td> </tr> <tr> <td>Performance and other requirements</td> <td>All partners of JV must satisfy individually</td> </tr> </tbody> </table> | CRITERIA | Method of Evaluation | Experience | All partners of JV must satisfy collectively. | Available bid capacity Immovable property | Each partner of JV should meet the criteria in proportion of shares of partners in JV. For example, if any partner has 40% share in JV, he should have available bid capacity more than 40% of estimated cost of work and minimum immovable property equal to 40% of 10% i.e. 4% of estimated cost of work. | Vehicles, Equipments and Plants Working Capital, Engineering Establishment for execution contracts | All partners of JV must satisfy collectively | Performance and other requirements | All partners of JV must satisfy individually | | |
| CRITERIA | Method of Evaluation | | | | | | | | | | | | |
| Experience | All partners of JV must satisfy collectively. | | | | | | | | | | | | |
| Available bid capacity Immovable property | Each partner of JV should meet the criteria in proportion of shares of partners in JV. For example, if any partner has 40% share in JV, he should have available bid capacity more than 40% of estimated cost of work and minimum immovable property equal to 40% of 10% i.e. 4% of estimated cost of work. | | | | | | | | | | | | |
| Vehicles, Equipments and Plants Working Capital, Engineering Establishment for execution contracts | All partners of JV must satisfy collectively | | | | | | | | | | | | |
| Performance and other requirements | All partners of JV must satisfy individually | | | | | | | | | | | | |

(Signature of Contractor)

For Accepting Officer

| | |
|----------|---|
| D | <u>Disqualification</u> |
| | Even though the tenderers meet the above criteria, they are liable to be disqualified if they have made misleading of false information in bidding documents submitted. |

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

- (i) List of works completed/substantially completed in "**Last Seven & current**" financial years and ongoing works and balance works in following format:-

| Name of work & CA No. | Brief Scope of Work | Name & address of employer/client | Accepted Contract Amount | Date of Commencement of work | Original date of completion | Extended date of completion | Actual date of completion/ Present Progress | Cost of completed work & Balance works | Remarks explaining reasons of delay if any |
|-----------------------|---------------------|-----------------------------------|--------------------------|------------------------------|-----------------------------|-----------------------------|---|--|--|
| | | | | | | | | | |

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

- (ii) **Available Bid Capacity.**

For – A:- Balance sheets/Certificates from Chartered Accountant indicating annual turnover of **Civil Engg works** constructed in last 5 years.

For – B:- Contractors shall submit details of ongoing works as per format stated here-in-before.

Tenderers shall calculate ABC and submit details duly signed.

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

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

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

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

Signature of Contractor

For Accepting Officer

(iv) **Performance and other Requirements.**

Tenderer shall submit undertaking that:-

| | |
|-----|--|
| (a) | There is no poor/slow progress in running works. (If yes, he will submit details and reasons of delay to check that these are not attributable to him or are beyond his control). |
| (b) | There are no serious defects observed in works which stand un-rectified (If yes, he will submit details and reasons). |
| (c) | There are no cancelled/abandoned contracts in which Govt unrealized recoveries exist (If yes, he will submit details and reasons). |
| (d) | He/They have not been blacklisted by any Govt Deptt (If yes, he will submit details and reasons). |
| (e) | There are no Govt dues outstanding against the firm (If yes, he will submit details and reasons). |
| (f) | Proprietor/partners/directors of firm are not involved in anti national/social activities and have neither been convicted nor are any proceedings pending in court for such activities (If yes, he will submit details). |
| (g) | Tenderer should not be habitual litigant i.e. having more than 3 unsuccessful arbitration/court cases during last 5 years in which his views/claims substantially rejected. |
| (h) | The undertaking is to be signed and uploaded by tenderer as per format given at Appx "A" at serial Page No 58 |

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

| Name & Address of employer | Cause of dispute | Amounts involved | Brief of Court Judgment/arbitration award (if published) otherwise present progress |
|----------------------------|------------------|------------------|---|
|----------------------------|------------------|------------------|---|

(vi) **Working Capital:** Copy of latest balance sheet/income tax return for working capital and/or Banker's certificate for credit facilities. If necessary Deptt will make inquiries with the tenderer's banker.

SAMPLE FORMAT OF CERTIFICATE FOR WORKING CAPITAL AND CREDIT FACILITY

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

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

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

(Or)

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

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

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

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

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

Signature of Contractor

For Accepting Officer

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

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

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

Notes:-

(i) Documents as listed at SI (vi) to (viii) above **are exempted for tenderers enlisted with BRO in eligible class mentioned at serial page No 06. & above for works with estimated cost up to Rs 638.00 lac as given in NIT.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Blank.

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

Signature of Contractor

For Accepting Officer

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

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

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

12. If tenderers desire that any condition or stipulation given in the tender documents is to be modified or deleted, they may submit their comments/suggestions before last working date of clarification as stated in critical date sheet at serial page No. **16** for consideration by the Deptt for issue of corrigendum/amendments to tender documents. If deptt considers comments/suggestions suitable, corrigendum/amendments to tender documents shall be issued and also uploaded on BRO/CPPP websites. If deptt does not consider comments/suggestion suitable, corrigendum/amendments to tender documents shall not be issued/uploaded on BRO/CPPP websites and tenderers shall quote strictly complying with the various provisions given in the tender documents. **Any tender who stipulates any alterations to any of the conditions/provisions laid down in tender documents (including corrigendum/amendments) or which proposes any other conditions of any description whatsoever is liable to be rejected.**

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

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

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

(a) Blank

(b) Blank

(c) Blank

(d) Blank

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

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

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

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

(f) The under taking is to be signed and attached by tenderer as per format given at Appendix 'A' at **Serial Page No. 58**.

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

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

18. **Earnest Money:-**

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

(b) Unenlisted contractors with BRO/Enlisted contractors with BRO, who have not submitted standing security deposit/ who have submitted standing security but validity of enlistment has expired will submit the tender accompanied with Earnest Money amounting to **Rs 6,44,000.00 (Rupees Six Lac Forty Four Thousand only)** in the shape of call Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of **Chief Engineer Project Swastik, C/O 99 APO by nationalized/scheduled Bank. Tender not accompanied with earnest money will not be considered for acceptance.** The amount of this receipt should be basic amount and not their maturity value. Any deposit lying with the department in any form against any other tender and/or contract shall not be considered for adjustment as the earnest money against the tender. Any tender not accompanied with the earnest money in the form as indicated here-in-before or accompanied with any letter/communication containing any request for adjustment of any other deposit as earnest money shall be treated as non bonafied tender.

Note- Earnest money is not required to be attached with tender if the firm is registered with MSME. The following documents must be submitted along with the bid :

- (i) Registration certificate.
- (ii) Certificate regarding capability of firm issued by concerned Dir of Industries.
- (iii) Certificate issued by Dir of Industries regarding assessment of financial capability calculated according to the rates of state PWD for the concerned works.

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

19. **Security Deposit:-**

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

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

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

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

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

21. Blank.

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

23. Blank

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

25. Revision/Modification of quoted Price:-

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

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

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

26. Revocation of offer:-

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

Signature of Contractor

For Accepting Officer

INSTRUCTIONS TO BIDDERS

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

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

(b) Bidder should do the enrollment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email ID. All the correspondence shall be made directly with the contractors/bidders through email ID provided.

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

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

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

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

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

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

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

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

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

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

(n) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender documents/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.

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

(p) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

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

Signature of Contractor

For Accepting Officer

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

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

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

(u) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

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

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

(x) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

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

(z) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

(aa) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

(ab) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(ac) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

(ad) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

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

Signature of Contractor

For Accepting Officer

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BIDDING)
BORDER ROADS ORGANISATION
MINISTRY OF DEFENCE
GOVT OF INDIA
CHIEF ENGINEER PROJECT SWASTIK
NIT No. SWTK/NIT- 21/2018-19

1. Online bids are invited on single stage two bid system for **SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108**

The title of above heading on CPP site <https://eprocure.gov.in/eprocure/> **SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108**

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

CRITICAL DATE SHEET

| | | |
|--|---|---------------------------------------|
| Bid Document Publishing Date | : | 06 Jul 2018 at 1200 hrs |
| Bid Document Download /Start Date | : | 06 Jul 2018 at 1400 hrs |
| Clarification Start Date | : | 06 Jul 2018 at 1600 hrs |
| Clarification End Date | : | 10 Jul 2018 at 1200 hrs |
| Pre bid meeting | : | 11 Jul 2018 from 1100 hrs to 1300 hrs |
| Bid Submission Start Date | : | 12 Jul 2018 at 1100 hrs |
| Bid Submission End Date | : | 26 Jul 2018 up to 1200 hrs |
| Opening Date of Technical Bid | : | 27 Jul 2018 at 1230 hrs |
| Opening Date of Financial Bid | : | To be fixed later on |

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

SW
For Accepting Officer

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

4. The work is estimated to cost **Rs 638.00 lac (Rupees Six Crore Thirty Eight Lac only)** approximately or as subsequently amended in tender documents or uploaded in BRO website www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> This estimate, however, is not a guarantee and is merely given as a rough guide and if works cost more or less, the tenderer shall have no claim on that account of what so ever nature.

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

6 Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.

7. The work is to be completed within **180 days** or as subsequently amended in tender documents or uploaded in BRO www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> website in accordance with the phasing, if any, indicated in the tender from the date of handing over the site, which will be generally within one month from the date of issue of acceptance letter.

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

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

10. **Earnest money is not required to be attached with tender by the valid enlisted contractors with BRO who have submitted standing security deposit and MSME registered firms as per Rule 170 (i) of GFR 2017 but it is required from other contractors and to be attached (Scanned copy) with tender documents for for Rs 6,44,000.00 (Rupees Six Lac Forty Four Thousand only) in the shape of Call Deposit Receipt/Term Deposit Receipt/Special Term Deposit Receipt in favour of Chief Engineer Project Swastik, C/O 99 APO obtained from any Nationalized/ Scheduled Bank and having maturity/validity period 90 days more than validity period of his offer. Un enlisted contractors may note that they will be required to lodge security deposit of the work in the prescribed form on receipt in writing from the Accepting Officer if their offer is accepted.**

11. Copies of drawings and other documents pertaining to the work (signed for the purpose of identification by the Accepting Officer or his accredited representative) and sample of materials and stores to be supplied by the contractor will be opened for inspection at the following locations:-

Chief Engineer (P) Swastik, C/O 99 APO

12. Tenderers are advised to visit the work site by making prior appointment with **OC 129 RCC (GREF), C/o 99 APO or Commander 758 BRTF (GREF), C/O 99 APO Telephone No. 03592-201468.**

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

SW
For Accepting Officer

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

14. Any qualification documents/ tender which stipulates any alternative to any of the conditions laid down or which proposes any other conditions of any description whatsoever is liable to be rejected.

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

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

17. Blank.

18. **The Hard Copy of original instruments in respect of earnest money, and under taking regarding acceptance of tender conditions must be posted/couriered to the Chief Engineer Project Swastik C/O 99 APO, PIN 931717. It should reach the tender Inviting Authority in the sealed envelope before date / time of Bid submission as per critical date sheet. Same can also be given in person to the Dispatch Section of this HQ. On Top of the envelop it should be mentioned that "The envelope shall be opened only by BOO" on due date & time.** Scanned copy of the instrument should be uploaded a part of the offer. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like EMD etc against the submitted tender. Tenders shall be strictly treated as non-responsive if tender is not accompanied by:-

(i) An acceptable EMD.

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

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

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

SW
For Accepting Officer

NOTICE OF TENDER (contd.....)

22. **Important- Above particulars may change due to administrative or any other reason and shall be available in BRO web site www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app>. Therefore bidders/ contractors are requested to visit BRO web site www.bro.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> frequently and at least once again 03 (three) days prior to bid submission date as per critical date sheet, for any changes in above particulars.**

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

Sd/xxxxxx
EE (Civ)
SW
For Accepting officer

Dated: 06 Jul 2018

80436/ 02 / E8

Headquarters

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

| | | | | | |
|-----|--|----|----------------------------------|----|--|
| 1. | HQ DGBR/E8 Dte Seema Sadak Bhawan Ring Road, Delhi Cantt New Delhi-10 | 11 | HQ CE (P) VARTAK C/O 99 APO | 21 | HQ CE (P) SHIVALIK C/O 99 APO |
| 2. | The Chief Engineer, PWD, Gangtok, Sikkim | 12 | HQ CE (P) PUSHPAK C/O 99 APO | 22 | HQ CE (P) BRAHMANK C/O 99 APO |
| 3. | HQ 758 BRTF (GREF) C/O 99 APO | 13 | HQ CE (P) SEWAK C/O 99 APO | 23 | NHPC Limited Rangit Power Station Rangit Nagar, South Sikkim-737111 |
| 4. | HQ 764 BRTF (GREF) C/O 99 APO | 14 | HQ CE (P) ARUNANK C/O 99 APO | 24 | AO (P) SWTK, (GREF) C/O 99 APO |
| 5. | 129 RCC (GREF) C/O 99 APO | 15 | HQ CE (P) BEACON C/O 56 APO | 25 | AO 764 BRTF (GREF) C/O 99 APO |
| 6. | HQ CE (P) HIRAK C/O 56 APO | 16 | HQ CE (P) CHETAK C/O 56 APO | 26 | EDP cell of HQ CE (P) SWTK for uploading on bro web site. |
| 7. | HQ CE (P) VIJAYAK C/O 56 APO | 17 | HQ CE (P) DANTAK C/O 99 APO | | |
| 8. | HQ CE (P) SAMPARK C/O 56 APO | 18 | HQ CE (P) DEEPAK C/O 56 APO | | |
| 9. | HQ CE (P) SETUK C/O 99 APO | 19 | HQ CE (P) HIMANK C/O 56 APO | | |
| 10. | HQ CE (P) UDAYAK C/O 99 APO | 20 | HQ CE (P) ROHTHANG C/O 56 APO | | |

Signature of Contractor

For Accepting Officer

IAFW-1815Z

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

Name of Work: SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

1. **A copy of the GENERAL CONDITIONS OF CONTRACTS {IAFW-1815 (Z)}** with errata 1 to 28 and amendment Nos 1 to 34 has been supplied to me/us and is in my/our possession. I/We have read and understood the provisions contained in the aforesaid GENERAL CONDITION OF CONTRACTS before submission of this tender and I/We agree that I/We shall abide by the terms and conditions thereof.
2. It is hereby further agreed and declared by me/us, the GENERAL CONDITIONS OF CONTRACTS including condition 37 thereof pertaining to settlement of disputes by arbitration containing 64 pages and errata 1 to 28 and amendment No 1 to 34 shall form part of these tender documents.
3. Wherever the phrases Commander Works Engineer (CWE) and Garrison (GE) have been used in the General Conditions of Contract (IAFW-1815-Z) the same are considered as Task Force Commander (TFC) and OC Contract respectively as applicable in Border Roads Organization.

Note – COPY OF GENERAL CONDITIONS OF IAFW-1815 (Z) CAN BE REFERRED IN ANY OFFICE OF BRO

Signature of Contractor

For Accepting Officer

SPECIAL CONDITIONS

Name of Work: SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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

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

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

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

2. **SECURITY:**

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

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

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

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

3. **VISIT TO SITE:**

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

(ii) The contractor shall be deemed to have fully conversant with the local conditions prevailing in State(s) where contract is operative i.e. restrictions of plying of the vehicles imposed by the Security Forces and/or local administrative and/or law enforcing agencies, also the liabilities for the security checks etc. The department will not be responsible for eventualities due to security checks etc. The department will not be responsible for eventualities due to security risks/security requirements as may be required and/or imposed by the Security Forces and/or by the local administrative and/or law enforcing agencies. No claim whatsoever on this account shall be admissible.

(Signature of Contractor)

For Accepting Officer

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

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

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

6. **STACKING:**

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

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

7. **MEASUREMENTS:-**

(a) Measurements pertaining to the work completed under this contract will be recorded and signed in the measurement book (IAFW-2261) by the Junior Engineer after taking into account that the required laboratory tests have been done as per the limits stipulated and as per the frequencies laid down in the "Particular Specifications" of this contract agreement and MORTH specification for Road & Bridge works and connected documents thereof and test results are found satisfactory and proper records are maintained. The measurement will be taken, recorded and signed by the Junior Engineer and these will be 100% checked and signed by the Engineer-in-Charge.

(b) As soon as supplies or part of supplies are completed, the contractor shall inform the Junior Engineer /Engineer-in-Charge, who shall fix a date and time for the measurement as soon as possible. The contractor must make himself or his accredited representatives available at the appointed date and time for jointly taking and recording the measurement. The contractor shall provide necessary labour and other tools required for taking the measurements. Contractor shall not be entitled to any extra payment on this account.

In case the contractor or his accredited representative fails to report for taking measurement at the appointed date and time, as intimated by the Engineer-in-Charge in writing, the measurement shall be taken by the Engineer-in-Charge without the presence of contractor or his accredited representative and measurements thus taken shall be final and binding on both parties.

(c) Unless otherwise directed, measurements shall not be taken until sufficient quantity of material supplied and stacked. Immediately after the measurement, the stacks shall be marked by white wash by the contractor or any other means, as directed by the Junior Engineer /Engineer-in-Charge.

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

| S. No. | Size of aggregates | Percentage reduction in volume computed by stack measurements to arrive at the volume to be paid for |
|--------|---------------------------------|--|
| (i) | Stone aggregate 26.5 to 9.50 mm | 10.00 |
| (ii) | Stone aggregate 9.50 to 2.36 mm | 5.00 |
| (iii) | Stone aggregate below 2.36 mm | 5.00 |
| (iv) | Stone aggregate below 2.36 mm | 5.00 |
| (v) | Stone aggregate 26.5 mm | 10.00 |
| (vi) | Stone aggregate 22.4 mm | 5.00 |
| (vii) | Stone aggregate 11.2 mm | 5.00 |
| (viii) | Stone aggregate 6.7 mm | 5.00 |
| (ix) | Stone dust (dry) | 5.00 |

Signature of Contractor

For Accepting Officer

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

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

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

10. Re-imburement/refund on variation in "taxes directly related to contract value

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

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

(ii) The contractor shall, within a reasonable time of his becoming aware of variation in percentage rates and/or imposition of any further "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 required.

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

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

Note:- The word Goods & Service Tax (GST) in the above clause includes Central Goods & Service Tax (CGST), State Goods & Service Tax (SGST), Union Territory Goods & Service Tax (UTGST) and Integrated Goods & Service Tax (IGST) all as applicable.

BULKAGE OF SAND AND STONE DUST

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

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

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

13. **ACCEPTANCE OF MATERIAL:**

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

14. **TIME AND PROGRESS CHART:**

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

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

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

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

15. **SECURITY AND PASSES:-**

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

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

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

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

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

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

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

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

Signature of Contractor

For Accepting Officer

17. **RATES:-**

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

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

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

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

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

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

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

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

| Period at the end of | Minimum supply Qty (cumulative as per clause 18 (d) above) | Penalty in case of failure in percentage of full contract value (limited to maximum 10 percent) | Remarks |
|----------------------|--|---|---------|
| 28 days | 8 % of materials | ½ percent | |
| 56 days | 18 % of materials | Additional ½ percent | |
| 84 days | 30 % of materials | Additional ½ percent | |
| 112 days | 44 % of materials | Additional ½ percent | |
| 140 days | 64 % of materials | Additional ½ percent | |
| 168 days | 84 % of materials | Additional ½ percent | |
| 180 days | 100 % of materials | Additional ½ percent | |

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

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

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

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

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

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

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

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

21. **ROYALTIES:**

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

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

22. **REGISTRATION WITH EPFO AND ESIC.** The contractor shall have registration with EPFO & ESIC. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Commander Contract to the contractor on actual basis. Payment of contractor's bill will only be released after ensuring the recovery of subscription towards EPF of labours employed by the contractors. This amount shall be further deposited by the contractor with concerned EPF office.

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

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

Signature of Contractor

For Accepting Officer

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

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

| FIRM/CONTRACTORS NAME (As per the account) | |
|--|--|
| PARTICULARS OF BANK ACCOUNT | |
| A. | Bank name |
| B. | Branch Name |
| Address | |
| Telephone No. | |
| C | 9-DIGIT Code Number of the Bank & Branch appearing on the MICR Cheque issued by the Bank |
| D. | Account Type (S.B. Account/Current Account or Cash Credit) with Code |
| E. | Ledge No. / Ledger Folio No. |
| F. | Account Number (As appearing on the Cheque Book) |
| G. | Date of Effect |
| H. | IFSC Code for NEFT |
| J. | IFSC Code for RTGS |
| K. | MICR Code |
| L | Contract number |
| M. | E-Mail ID |
| 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

Signature of Contractor

For Accepting Officer

PARTICULAR SPECIFICATIONS

Name of Work: SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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

A GSB WORKS

1. STONE AGGREGATE OF SIZE 26.5 MM to 9.5 MM

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

SIZE

(b) The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 400-1 of standard specification for roads and bridges as per MORT&H (5th revision). The aggregate grading requirement is as under:-

| Sieve size | Percentage passing by weight |
|-------------------|-------------------------------------|
| 53 mm | 100 |
| 26.5 mm | 40-80 |
| 9.5 mm | 0 |

Physical Requirement for coarse aggregates: Table 400-2 of MORT&H (5th revision) specifications for road and bridge works (5th revision)

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

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 40 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

(e) Combined Flakiness and Elongation Indices (Total) (FI + EI):- The maximum value for combined flakiness index and elongation index (total) for coarse aggregate shall not exceed 30% when tested in accordance with the procedure laid in IS-2386 (Part-1).

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

In addition of above, the blended materials with materials mentioned at Para A1, A2 and A3 should confirm the grading of Grading II of table 400-1 of standard specification for roads and bridges as per MORT&H (5th revision).

PARTICULAR SPECIFICATIONS (Contd...)

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

| S.No | Test | Test Method | Frequency |
|-------|--|---------------------|--|
| (i) | Aggregates Impact Value | IS : 2386 (Part-IV) | One test for every consignment of 400 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 400 Cum |
| (iii) | Flakiness and Elongation Indices (total) | IS : 2386 (Part-I) | One test for every consignment of 500 Cum |
| (iv) | Water absorption | IS : 2386 (Part-II) | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |

2. STONE AGGREGATE OF SIZE 9.50 MM TO 2.36 MM

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

SIZE

(b) The stone aggregates shall be designated by their standard sizes in the Contract and shall conform to the requirements shown in Table 400-1 of standard specification for roads and bridges as per MORT&H (5th revision). The aggregate grading requirement is as under:-

| Sieve size | Percentage passing by weight |
|------------|------------------------------|
| 9.5 mm | 100 |
| 4.75 mm | 40-90 |
| 2.36 mm | 0 |

Physical Requirement for coarse aggregates: Table 400-2 of MORT&H (5th revision) specifications for road and bridge works

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

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 40 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

(e) Combined Flakiness and Elongation Indices (Total) (FI + EI):- The maximum value for combined flakiness index and elongation index (total) for coarse aggregate shall not exceed 30% when tested in accordance with the procedure laid in IS-2386 (Part-1).

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

In addition of above, the blended materials with materials mentioned at Para A1, A2 and A3 should confirm the grading of Grading II of table 400-1 of standard specification for roads and bridges as per MORT&H (5th revision).

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd...)

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

| S.No | Test | Test Method | Frequency |
|-------|--|------------------------|--|
| (i) | Aggregates Impact Value | IS : 2386 (Part-IV) | One test for every consignment of 400 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 400 Cum |
| (iii) | Flakiness and Elongation Indices (total) | IS : 2386 (Part-I) | One test for every consignment of 500 Cum |
| (iv) | Water absorption | IS : 2386 (Part-II) | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |

3. STONE DUST BELOW 2.36 MM

(a) GENERAL

Stone Dust shall be of crushed stone/crushed gravel or a combination of both and shall consist of clean, hard, strong, durable, uncoated dry particles. It shall be free from dust, lumps, soft or flaky/elongated material, mica, organic matter and other deleterious substances. Stone dust (dry) shall not have positive alkali- silica reaction. Stone dust shall conform to the following specifications and tests.

(b) Grading: - The grading of stone dust should conform to the following:-

| Sieve size | Percentage passing by weight |
|------------|------------------------------|
| 4.75 mm | 100 |
| 2.36 mm | 90-95 |
| 0.425 mm | 30-35 |
| 0.075 mm | 5-10 |

(c) Atterberg limits of portion of aggregate passing 425 micron sieve when tested in accordance with the procedure laid in IS- 2720 (Part 5) - 1985. The Plasticity Index of the fraction passing the 0.425 mm sieve shall not exceed 6, when tested in accordance with IS: 2720 (Part 5).

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

| S.No | Test | Test Method | Frequency |
|------|------------------|------------------------|---|
| (i) | Atterberg limits | IS : 2386 (Part-IV) | One test for every consignment of 400 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 400 Cum |

Note : In addition of above, the blended materials with materials mentioned at Para A1, A2 and A3 should confirm the grading of Grading II of table 400-1 of standard specification for roads and bridges as per MORT&H (5th revision).

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

(B) WMM WORKS

1. STONE AGGREGATE OF NOMINAL SIZE 26.50 MM

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

SIZE

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

TABLE 500-49

| Ser No | Nominal size of aggregate | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be wholly retained |
|--------|---------------------------|--|--|
| i) | 26.50mm | 45 mm | 22.40 mm |

Physical Requirement for coarse aggregates: Table 400-12 of MORT&H (5th revision) specifications for road and bridge works

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

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

OR

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

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

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

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

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

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

2. STONE AGGREGATE OF NOMINAL AGGREGATE SIZE 13.20 MM

(a) GENERAL

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

SIZE

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

TABLE 500-49

| Ser No | Nominal size of aggregate | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be wholly retained |
|--------|---------------------------|--|--|
| ii) | 13.20 mm | 22.40 mm | 11.20 mm` |

Physical Requirement for coarse aggregates: Table 400-12 of MORT&H specifications for road and bridge works (5th revision)

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

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

OR

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

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

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

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

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

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

3. STONE AGGREGATE OF NOMINAL SIZE 6.70 MM

(a) **GENERAL**

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

SIZE

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

TABLE 500-49

| Ser No | Nominal size of aggregate | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be wholly retained |
|--------|---------------------------|--|--|
| iv) | 6.70 mm | 11.20 mm | 2.80 mm |

Physical Requirement for coarse aggregates: Table 400-12 of MORT&H specifications for road and bridge works (5th revision)

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

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

OR

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

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

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

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

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

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

4. STONE DUST (DRY)

(a) GENERAL

Stone Dust shall be of crushed stone/crushed gravel or a combination of both and shall consist of clean, hard, strong, durable, uncoated dry particles. It shall be free from dust, lumps, soft or flaky/elongated material, mica, organic matter and other deleterious substances. Stone dust (dry) shall not have positive alkali- silica reaction. Stone dust shall conform to the following specifications and tests.

(b) Grading: - The grading of stone dust should conform to the following:-

| Ser No | item | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be passed 0-05 |
|--------|------------------|--|--|
| iv) | Stone dust (Dry) | 2.36 | 0.075 mm |

IS Sieve size

Percentage by weight passing the sieve

2.36 mm
0.075 mm

100
0-05

(c) Atterberg limits of portion of aggregate passing 425 micron sieve when tested in accordance with the procedure laid in IS- 2720 (Part 5) - 1985. The Plasticity Index of the fraction passing the 0.425 mm sieve shall not exceed 6, when tested in accordance with IS: 2720 (Part 5).

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

| S.No | Test | Test Method | Frequency |
|------|------------------|---------------------|---|
| (i) | Atterberg limits | IS : 2386 (Part-IV) | One test for every consignment of 200 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 200 Cum |

(C) DBM AND BC WORKS

1. STONE AGGREGATE OF NOMINAL SIZE 22.40 MM

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

SIZE

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

TABLE 500-49

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

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

Physical Requirement for coarse aggregates: Table 500-8 of MORT&H specifications for road and bridge works (5th revision)

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

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 27 percent when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

Los Angeles Abrasion Value:- The Los Angeles Abrasion value shall not exceed 35 percent when tested in accordance with the procedure laid in IS-2386 (Part-IV).

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

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

(g) Durability:- It should not be more than 12% with sodium sulphate or 18% with Magnesium sulphate when tested soundness in accordance with the procedure laid in IS-2386 (Part-5).

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

| S.No | Test | Test Method | Frequency |
|-------------|---|---------------------|--|
| (i) | Aggregates Impact Value or Los Angeles Abrasion Value | IS : 2386 (Part-IV) | One test for every consignment of 350 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 200 Cum |
| (iii) | Flakiness and Elongation Indices (total) | IS : 2386 (Part-I) | One test for every consignment of 350 Cum |
| (iv) | Water absorption | IS : 2386 (Part-II) | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |
| (v) | Stripping Value | IS : 6241 | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |
| (vi) | Soundness: - (a) Sodium Sulphate (b) Magnesium Sulphate | IS : 2386 (Part-5) | Initially one determination by each method for each source of supply then as warranted by change in the quality of aggregates. |
| (vii) | Polished Stone Value | BS 812 (Part 114) | As required |

2. STONE AGGREGATE OF NOMINAL SIZE 11.20 MM

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

SIZE

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

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

TABLE 500-49

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

Physical Requirement for coarse aggregates: Table 500-08 FOR DBM & 500-16 BC of MORT&H specifications for road and bridge works (5th revision)

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

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 27 percent for DBM work and 24 percent for BC work when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

Los Angeles Abrasion Value:- The Los Angeles Abrasion value shall not exceed 35 percent for DBM work and 30 percent for BC work when tested in accordance with the procedure laid in IS- 2386 (Part-IV).

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

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

(g) Durability:- It should not be more than 12% with sodium sulphate or 18% with Magnesium sulphate when tested soundness in accordance with the procedure laid in IS-2386 (Part-5).

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

| S.No | Test | Test Method | Frequency |
|-------|---|---------------------|--|
| (i) | Aggregates Impact Value or Los Angeles Abrasion Value | IS : 2386 (Part-IV) | One test for every consignment of 350 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 200 Cum |
| (iii) | Flakiness and Elongation Indices (total) | IS : 2386 (Part-I) | One test for every consignment of 350 Cum |
| (iv) | Water absorption | IS : 2386 (Part-II) | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |
| (v) | Stripping Value | IS : 6241 | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |
| (vi) | Soundness: - (c) Sodium Sulphate (d) Magnesium Sulphate | IS : 2386 (Part-5) | Initially one determination by each method for each source of supply then as warranted by change in the quality of aggregates. |
| (vii) | Polished Stone Value | BS 812 (Part 114) | As required |

3. STONE AGGREGATE OF NOMINAL SIZE 6.70 MM

(a) **GENERAL**

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

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

SIZE

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

TABLE 500-49

| Ser No | Nominal size of aggregate | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be wholly retained |
|--------|---------------------------|--|--|
| iv) | 6.70 mm | 11.20 mm | 2.80 mm |

Physical Requirement for coarse aggregates: Table 500-08 FOR DBM & 500-16 BC of MORT&H specifications for road and bridge works (5th revision)

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

(d) Aggregate Impact Value:- The aggregate impact value shall not exceed 27 percent for DBM work and 24 percent for BC work when tested in accordance with the procedure laid in IS- 2386 (Part-4).

OR

Los Angeles Abrasion Value:- The Los Angeles Abrasion value shall not exceed 35 percent for DBM work and 30 percent for BC work when tested in accordance with the procedure laid in IS- 2386 (Part-IV).

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

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

(g) Durability:- It should not be more than 12% with sodium sulphate or 18% with Magnesium sulphate when tested soundness in accordance with the procedure laid in IS-2386 (Part-5).

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

| S.No | Test | Test Method | Frequency |
|-------|---|---------------------|--|
| (i) | Aggregates Impact Value or Los Angeles Abrasion Value | IS : 2386 (Part-IV) | One test for every consignment of 350 Cum |
| (ii) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 200 Cum |
| (iii) | Flakiness and Elongation Indices (total) | IS : 2386 (Part-I) | One test for every consignment of 350 Cum |
| (iv) | Water absorption | IS : 2386 (Part-II) | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |
| (v) | Stripping Value | IS : 6241 | Initially one test of 3 representative specimens for each source of supply, subsequently when warranted by changes in the quality of aggregates. |

(Signature of Contractor)

For Accepting Officer

PARTICULAR SPECIFICATIONS (Contd..)

| | | | |
|-------|---|-----------------------|--|
| (vi) | Soundness: - (f) Sodium Sulphate (g) Magnesium Sulphate | IS : 2386 (Part-5) | Initially one determination by each method for each source of supply then as warranted by change in the quality of aggregates. |
| (vii) | Polished Stone Value | BS 812 (Part 114) | As required |

4. STONE DUST (DRY)

(a) GENERAL

Stone Dust shall be of crushed stone/crushed gravel or a combination of both and shall consist of clean, hard, strong, durable, uncoated dry particles. It shall be free from dust, lumps, soft or flaky/elongated material, mica, organic matter and other deleterious substances. Stone dust (dry) shall not have positive alkali- silica reaction. Stone dust shall conform to the following specifications and tests.

(b) Grading: - The grading of stone dust should conform to the following:-

| Ser No | item | Designation of sieve through which the aggregate shall wholly pass | Designation of sieve on which the aggregate shall be passed 0-08 |
|--------|------------------|--|--|
| iv) | Stone dust (Dry) | 2.36 | 0.075 mm |

IS Sieve size

2.36 mm
0.075 mm

Percentage by weight passing the sieve

100
0-08

(c) Atterberg limits of portion of aggregate passing 425 micron sieve when tested in accordance with the procedure laid in IS- 2720 (Part 5) - 1985. The Plasticity Index of the fraction passing the 0.425 mm sieve shall not exceed 4, when tested in accordance with IS: 2720 (Part 5).

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

| S.No | Test | Test Method | Frequency |
|------|-----------|-----------------------|---|
| (i) | Gradation | IS : 2386 (Part-I) | One test for every consignment of 200 Cum |

Signature of Contractor

For Accepting Officer

Appendix 'A'

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

UNDERTAKING BY AUTHORISED SIGNATORY

I, the undersigned do hereby undertake that my/our firm M/s _____ agree to abide by Terms and conditions of **TENDER NO. CE (P) SWTK/21/2018-19** of **SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108** from page No. **01 to 66** along with all amendments to tender documents issued before opening of bids and as advertised on the CPPP site <https://eprocure.gov.in/eprocure/app> and it shall be binding on us.

(To be signed by Contractor)

Name of Contractor

Name of Firm along with seal of firm

Date

Signature of Contractor

For Accepting officer

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

Name of Work :SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

Part - II (FINANCIAL BID)

The following shall form part of this contract agreement: -

Document annexed hereto

| S/No | Particulars | Page No |
|--------------|--------------------------|----------------|
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| 3. | BOQ (Schedule 'A') | 62-63 |
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| Total | | 08 Nos (Pages) |

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

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

1. The rates shall be filled in figures only in the provided column in BOQ (schedule 'A') uploaded in Excel sheet.
2. The rates to be quoted by the tenderer in this BOQ (Schedule 'A') shall be deemed to include for the provision of all labour and materials, loading and unloading of materials and transportation if required, tools, plant, equipment and tackle, process, operations and specific requirements details in this Schedule in the particular specification and elsewhere in this tender documents and for the full, entire and final completion of the work in accordance with the provisions of these tender documents.
3. The rates quoted by the contractor shall be deemed to be inclusive of all types of taxes (including Sale Tax/VAT on materials, Sales Tax/Vat on works contracts, Turnover Tax, Service Tax, Labour Welfare Cess/Tax etc.), duties, Royalties, Octroi, State Entry Tax and other levies payable under the respective statutes. No reimbursement/refund or variation in rates of taxes, duties, royalties, octroi, State Entry tax & other levies, and or imposition/abolition of any new/existing taxes, duties, royalties, octroi, State entirely Tax and other levies shall be made except as provided in Special Conditions.
4. The rates to be quoted by the tenderer in respect of these works shall be deemed to include for all minor details of construction which are obviously and fairly intended and which may not have been specifically mentioned in the tender documents but which are essential for satisfactory execution and completion of work. In case of difference of opinion between the OC Contract and the Contractor as to what constitutes a minor detail of construction, the decision of Accepting Officer shall be final and binding.
5. The rates to be quoted by the tenderer shall be deemed to include for all items of work as described, specified in particular specifications and on drawing.
6. **No price escalation shall be made for any item of work during the currency of the contract or for extended date of completion if granted under condition 5 and 7 of General Condition of contract- IAFW-1815 (Z).** The rates quoted shall be final and valid upto the physical/financial completion of work and no variation in prices on account of material, labour or fuels required for completion of work shall be admissible/permissible during the currency/execution of the contract.
7. Blank
8. The total period of completion for the work will be of **180 days** from the date of commencement of work which will be mentioned in Work Order No. 1 and as per delivery schedule given in the para 18 (e) of Special Conditions of Contract.
9. The tender shall remain open for acceptance for **120 days** from the date of opening of price bid (excluding date of opening).
10. The materials shall be conforming to particular specifications indicated in the tender documents.
11. The security will be arranged by the contractor for his personnel and equipment during the execution of work. No compensation will be paid by BRO on account of any loss/damage to personnel, property, veh/eqpt/plant of contractor during execution of work or on any account.

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12. Work shall be executed as directed by the OC Contract/Engineer-In-charge.
13. Measurements of work done shall be as per units of items given in BOQ (Schedule 'A') and this mode of measurement shall take as per Para 7 of Special conditions.
14. The works under this contract will be carried out within the working hours as per the directions of Accepting Officer or the officer so detailed by him for administration of this contract.
15. **The tender will be considered for acceptance as a whole and not in parts.**

(Signature of Contractor)

For Accepting Officer

SCHEDULE – 'A'

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

| Sl. No. | Item Description | Quantity | Units | Rate In Figures To be entered by the Bidder (Rs) | TOTAL AMOUNT (Rs) | TOTAL AMOUNT In Words |
|---------|---|----------|-------|--|-------------------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | <u>GSB MATERIALS TO BE SUPPLIED AT BET KM 0.00 TO KM 3.00 ON JNM REALIGNMENT</u> | | | | | |
| 1.01 | Supply and stacking of stone aggregates 26.5 mm to 9.50 mm all as specified | 853 | Cum | | | |
| 1.02 | Supply and stacking of stone aggregates 9.5 mm to 2.36 mm all as specified | 640 | Cum | | | |
| 1.03 | Supply and stacking of stone dust (dry) below 2.36 mm all as specified | 1020 | Cum | | | |
| 2 | <u>GSB MATERIALS TO BE SUPPLIED AT BET KM 8.00 TO KM 10.00 ON JNM REALIGNMENT</u> | | | | | |
| 2.01 | Supply and stacking of stone aggregates 26.5 mm to 9.50 mm all as specified | 592 | Cum | | | |
| 2.02 | Supply and stacking of stone aggregates 9.5 mm to 2.36 mm all as specified | 444 | Cum | | | |
| 2.03 | Supply and stacking of stone dust (dry) below 2.36 mm all as specified | 708 | Cum | | | |
| 3 | <u>WMM MATERIALS TO BE SUPPLIED AT KM 1.50 (WMM PLANT SITE) ON JNM REALIGNMENT</u> | | | | | |
| 3.01 | Supply and stacking of stone aggregates of nominal size 26.50 mm all as specified | 2633 | Cum | | | |
| 3.02 | Supply and stacking of stone aggregates of nominal size 13.20 mm all as specified | 2720 | Cum | | | |
| 3.03 | Supply and stacking of stone aggregates of nominal size 6.70 mm all as specified | 1162 | Cum | | | |
| 3.04 | Supply and stacking of stone dust (dry) all as specified | 1068 | Cum | | | |

Signature of Contractor

For Accepting Officer

SCHEDULE – 'A' (Contd...)

| 4 WMM MATERIALS TO BE SUPPLIED AT KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT | | | | | | |
|--|---|------|-----|--|--|--|
| 4.01 | Supply and stacking of stone aggregates of nominal size 26.50 mm all as specified | 1749 | Cum | | | |
| 4.02 | Supply and stacking of stone aggregates of nominal size 13.20 mm all as specified | 1806 | Cum | | | |
| 4.03 | Supply and stacking of stone aggregates of nominal size 6.70 mm all as specified | 771 | Cum | | | |
| 4.04 | Supply and stacking of stone dust (dry) all as specified | 709 | Cum | | | |
| 5 DBM + AC MATERIALS TO BE SUPPLIED AT MILE-04 (HMP SITE) ON JNM ROAD | | | | | | |
| 5.01 | Supply and stacking of stone aggregates of nominal size 22.40 mm all as specified | 880 | Cum | | | |
| 5.02 | Supply and stacking of stone aggregates of nominal size 11.20 mm all as specified | 1420 | Cum | | | |
| 5.03 | Supply and stacking of stone aggregates of nominal size 6.70 mm all as specified | 1218 | Cum | | | |
| 5.04 | Supply and stacking of stone dust (dry) all as specified | 1507 | Cum | | | |
| Total in Figures | | | | | | |
| Quoted Rate in Words | | | | | | |

Signature of Contractor

For Accepting Officer

SCHEDULE – 'B'

ISSUE OF STORES ETC TO THE CONTRACTOR

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

| Srl No. | Particulars | Rate at which Material will be issued to the contractor | | Place of issue by name | Remarks |
|---------|-------------|---|------|------------------------|---------|
| | | Unit | Rate | | |
| 1 | 2 | 3 | 4 | 5 | 6 |
| -NIL- | | | | | |

SCHEDULE – 'C'

LIST OF TOOLS AND PLANT (OTHER THAN TRANSPORT)

WHICH WILL BE HIRED TO THE CONTRACTOR

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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

SCHEDULE – 'D'

TRANSPORT TO BE HIRED TO THE CONTRACTOR

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE – 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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

Signature of Contractor

For Accepting officer

TENDER

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

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

3. That a sum of **Rs 6,44,000/- (Rupees Six Lac Forty Four thousand only)** forwarded as earnest money shall be retained as a part of security deposit or shall be refunded on receipt of the appropriate amount as security deposit within the time specified in IAFW-1815(R) and IAFW-1815 (Z) (Revised 1953) General conditions of contract.
4. To supply to the extent to which my/our tender may herein be accepted upon the terms and conditions contained or referred to in the said documents and the price or prices quoted by me/us in schedule 'A' hereto, such of the provisions of the items in Sch 'A' as may be required and demanded to me/us during the period of **180 days from the date of commencement of work which will be mentioned in Work Order No. 1 and as per delivery schedule given in the para 18 (e) of Special Conditions of Contract** and in respect of these on my/our tender may herein be accepted. I/we further agree that, any condition of sale or contractors general reservations, which may be printed or written on any correspondence, delivery notes, invoice etc submitted by me/us in connection with this contract shall not be applicable hereto and to refer all disputes, as required by conditions 37 of the sole arbitrator or an Engineer Officer to be appointed by **the Director General Border Roads, New Delhi or in his absence, the officer officiating as Director General Border Roads**, whose decision shall be final and binding.
5. Any supplies being manufactured under the provision of the contract will be inspected during the currency of execution and on final completion by Engineer-In-Charge/OC contract/Task Force Commander/ Accepting Office.

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

(In capital letters)

(Signature of the Contractor)

Dated :

Witness: - 1

Name & Postal address

Witness: - 2

For Accepting Officer

ACCEPTANCE

Name of Work : SUPPLY AND STACKING OF MATERIALS FOR GSB 10 CM THICK BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT, MATERIALS FOR WMM 10 CM THICK AND WMM 7.5 CM THICK AT KM 1.5 AND KM 15 (WMM PLANT SITE) ON JNM REALIGNMENT AND FOR DBM 6.0 CM THICK AND AC 4.00 CM THICK AT MILE - 04 (HMP SITE) ON JNM ROAD FOR SURFACING WORKS BETWEEN KM 0.00 TO KM 3.00 AND KM 8.00 TO KM 10.00 ON JNM REALIGNMENT UNDER JOB NO. SARDP-108 UNDER 129 RCC/758 BRTF PROJECT SWASTIK IN THE STATE OF SIKKIM: JOB NO. SARDP-108

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

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

3. The above tender of M/s _____ was accepted by me on day of 2018, on behalf of the President of India for the contract sum of Rs _____ **(Rupees** _____

_____ **only)** at the item rates quoted in Schedule "A".

Dated : Day of 2018

Signature _____
(Harendra Kumar)
Chief Engineer
Project Swastik
Dated: _____
(For and on behalf of
the President of India)

Signature of Contractor

For Accepting Officer